



**DeKalb County
Department of Purchasing and Contracting**

JANUARY 4, 2021

**REQUEST FOR PROPOSALS (RFP) NO. 20-500563
FOR
WESTSIDE AVIATION TRACT W-3 DEVELOPMENT ON DEKALB
PEACHTREE AIRPORT**

Procurement Agent: Jovan Hooper

Email: jhooper@dekalbcountyga.gov

**NON-Mandatory Pre-Proposal
Conference:**

Tuesday January 19, 2021 at 2:00PM EST

Zoom: <https://dekalbcountyga.zoom.us/j/82663517225>

Please utilize audio conferencing if you are unable to
access the Zoom Meeting, dial: 1-888-270-9936
Conference code 231079

Deadline for Submission of Questions: 5:00 PM EST, Tuesday January 26, 2021

Deadline for Receipt of Proposals: 3:00 PM EST, Thursday February 11, 2021

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF
PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE
STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE
RESPONDER.

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DeKalb County

Department of Purchasing and Contracting

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

JANUARY 4, 2021

REQUEST FOR PROPOSAL (RFP) No. 20-500563

FOR

WESTSIDE AVIATION TRACT W-3 DEVELOPMENT ON DEKALB PEACHTREE AIRPORT

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified and responsible firms (Consultant) with experience in providing comprehensive stormwater system master planning services to submit proposals for development of a Stormwater Master Plan at a competitive price.

I. INTRODUCTION

- A. DeKalb Peachtree Airport (PDK) is the second busiest airport in Georgia in its number of annual operations or takeoffs and landings. PDK is classified in the National Plan of Integrated Airport Systems (NPIAS) as a General Aviation reliever airport for the Atlanta metropolitan area.
- B. The Project consists of approximately 0.333 acre (14,517 square feet) of unimproved property on the west side of the Airport with access to Taxilane Lima.
- C. The County has signed certain Grant Assurances and Certifications with the Federal Aviation Administration (FAA) for the receipt of federal funds. In doing so, property designated as “airport property” is to be used primarily for those projects supporting “direct aeronautical” activities. Direct aeronautical activities involve all those functions normally associated with actually basing, housing, and maintaining an aircraft or multiple aircraft on airport property.
- D. The following Required Documents Checklist includes a list of attachments which **MUST** be completed and returned with Responder’s technical proposal:

Required Documents	Attachment
Proposal Cover Sheet	A
Contractor Reference and Release Form	B
Subcontractor Reference and Release Form (make additional copies as needed)	C
Responder Affidavit	E
First Source Jobs Ordinance (with Exhibits 1 – 4)	F
Cost Proposal Form	G
Sample County Contract Lease Agreement without Fuel Farm	H
Exceptions to the Standard County Contract, if any	I

***Failure to return these attachments with your proposal will render your proposal non-responsive.**

- A. The services shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within seven hundred thirty (730) calendar days.
- B. The intent of this bid is to make an all-award; however, the County reserves the right to make one (1) award or multiple awards. The County may accept any item or group of items on any proposal, whichever is in the best interest of DeKalb County.

II. SCOPE OF WORK

- A. The County desires proposals for the lease of Tract W-3 of undeveloped Airport property to be used for direct aeronautical activities. Refer to Attachment J, Lease Survey of Lease Tract “W-3” Revised 4-12-18 and Attachment K, DeKalb Peachtree Airport Lease Tract W-3 Tract Description for the proposed layout and an overview of the unimproved Airport property. The undeveloped parcel is physically located at 3885 Clairmont Road, Chamblee, Georgia 30341.
 - 1. The proposed project shall include but is not limited to proposed project design, construction, management, operation and maintenance of an aircraft hangar/hangar complex and must include the most current hangar structure technology and all details regarding the proposed hangar structure.
 - 2. The proposed hangar development must include hangar doors facing east and must be constructed to hangar aircraft no larger than a Pilatus and with a wingspan of 53 feet and height of 15 feet. The hangar doors, when opened, must remain within the leasehold.
 - 3. Successful Lessee is required to submit a 7460-1 to the Federal Aviation Administration (FAA) Office of Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) and must receive a favorable determination prior to commencing construction. A previous 7460-1 on adjacent parcels with a height limitation of 50 feet received a favorable determination.
 - 4. The County has determined that a fuel facility will *not* be constructed on Tract W-3.
 - 5. The description must include, but not be limited to the following:
 - a) Terminal/Office bay
 - b) Hangar aircraft support systems
 - c) Ramps/aprons, and
 - d) All available information.
- B. Responders shall provide Lease Rate per Square Foot on the Revenue Proposal Form, attached and identified as Attachment G to this RFP. The minimum rate of leased property is forty-five cents (\$.45) per square foot. The Lease Rate per Square Foot is based on parcel size.
- C. Lease may be on a long-term basis, i.e. twenty (20) years, or more, depending upon the proposed project. Project may include but is not limited to the capital improvements proposed to be made to the Property.
- D. The County desires the result of the project to be all-inclusive from the architectural design to fit the property, through construction and issuance of a Certificate of Occupancy (CO) issued

by the City of Chamblee, Georgia.

- E. Lessee shall be responsible for the rate per square foot from the execution date of the Lease until such time as construction is completed, the CO is issued, and an actual metes and bounds survey is conducted by the Lessee that more accurately defines the exact property boundaries. The minimum rate of leased property shall be forty-five cents (\$.45) per square foot. The lease when executed shall be a “triple net” lease for the Airport Enterprise wherein the Lessee is responsible for all maintenance, routine and/or emergency, of all facilities and capital improvements, maintenance of insurance, regular and unscheduled / unforeseen /emergency maintenance on any part of the facility, capital improvements, ramps, parking areas, access control gates, etc.
- F. The actual metes and bounds survey will be added to the final Lease by amendment, subject the approval of the County Board of Commissioners. The lease rate will then be adjusted accordingly by Lease Amendment citing the final survey plat information. Lessee shall be responsible for all costs associated with the metes and bounds survey.
- G. All permits shall be obtained for construction no later than 180 calendar days from the effective date of the Lease Agreement. Date of Lease shall be the date that the Lease is executed by the County and is the same date or a subsequent date to the date that the Lease is approved by the County Board of Commissioners. The actual construction of hangar and/or all facilities associated with this Project shall be completed within 550 calendar days after issuance of construction permits. The City of Chamblee is the permitting authority.

Responders shall include with the Technical Proposal a proposed timeline for construction and progress reporting. Progress reporting will be audited through specific requirements set forth in the Lease. (Refer to Attachment H, Sample County Lease without Fuel Farm).

- H. All improvements, construction, renovations and long-term maintenance of any new facility shall be representative of similar existing and new construction projects currently existing on the Airport.
- I. Specific cost estimates for all proposed improvements must be provided in the Cost Proposal Form (Attachment G to RFP). All responders shall submit detailed milestone schedule with itemized cost estimates as an attachment to the Revenue Proposal Form. Failure to attach detailed milestone schedule in the Revenue Proposal with itemized cost estimates for all proposed improvements shall render the proposal non-responsive.
- J. Successful Responder shall comply with all current code requirements in regards to improvements to all parts of the leasehold area, in accordance with the terms of the Lease (Refer to Attachment F, Sample County Lease without Fuel Farm. Site shall be subject to performance inspection(s) by the Airport Director and/or his designee.
- K. Easements are available for review at DeKalb Peachtree Airport, 212 Administration Building, 2000 Airport Road, Atlanta, Georgia 30341.
- L. Report of Subsurface Exploration and Geotechnical Engineering Evaluation Westside Development and Future Hangar Expansion, is enclosed as Attachment L and is incorporated

herein by reference. Any additional geotechnical work will be the responsibility of the responder.

- M. Stormwater and Erosion Control Report for DeKalb Peachtree Airport (PDK) Westside Development Program January 2012 REVISED February 2012, is enclosed as Attachment M and is incorporated herein by reference.
- N. DeKalb County and DeKalb Peachtree Airport shall be responsible for the following:
 - 1) Access road
- O. The successful Lessee shall be responsible for the following:
 - 1) Maintenance of parking lot (number of spaces to be determined by Lessee based on hangar footprint)
 - 2) Existing ramp
 - 3) Compliance with Storm Water Protection Plan (Reference Attachment M Stormwater and Erosion Control Report)
 - 4) All permitting, utilities location and connections; and
 - 5) All legal and regulatory requirements.

III. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

- 1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for RFP No. 20-500563 - Westside Aviation Tract W-3 Development on DeKalb Peachtree Airport" on the outside of the envelope.
- 2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
- 3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
- 4. Responders are required to submit their costs on **Attachment G, Cost Proposal Form. Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

- 1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "RFP No. 20-500563 - Westside Aviation Tract W-3 Development on DeKalb Peachtree Airport" on the outside of each envelope or box.

2. Responder shall complete **Attachment A, Proposal Cover Sheet**, and include this as the first page of the technical proposal.
3. Technical Approach:
 - a. Describe the procedures and methods that will achieve the required outcome of the project as specified herein; i.e., lease of property for direct aeronautical use, such as an aircraft hangar/hangar complex that supports direct aeronautical activity.
 - b. Describe and include details regarding the proposed type of hangar structure. Description shall include, but not be limited to current hangar technology structure regarding:
 - Terminal/Office bay
 - Hangar aircraft support systems
 - Ramps/aprons
 - c. Describe in detail your intentions for the use of an aircraft hangar/hangar complex. Is general storage for aircraft planned?
 - d. Describe how you plan to maximize space and resources in your proposed hangar.
 - e. Describe in detail how the proposed Lease will impact DeKalb County.
 - f. Discuss “Curb Appeal.” Define how the proposed improvement will look and how appealing the appearance will be to the neighborhood and on the airport.
 - g. Describe in detail all improvements to any and all parts of the existing leasehold area.
 - h. Describe facility development and management of operations.
 - i. Include a listing of the County’s responsibilities and the Responder’s responsibilities required to complete the project.
 - j. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
4. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;
 - c. Include the anticipated use of subcontractors or vendors; and
 - d. Describe the resources necessary to accomplish the purpose of the project.
 - e. Explain in detail how risks associated with the project will be mitigated.
5. Personnel:
 - a. Identify the individuals who will be part of the project team;
 - b. Include any outside personnel, such as subcontractors who will be performing services under the proposed Lease using the *Subcontractor Reference and Release Form* attached hereto as Attachment C.
 - c. Provide detailed resumes of project managers, team members and subcontractors who will be directly working on the project.

6. Organizational Qualifications:

- a. Describe Responder's experience, capabilities and other qualifications for this project. Include the development of similar projects of same size or scope.
- b. Provide your history of tenant/landlord working relationships at other locations.
- c. Provide your conflict resolution process with landlords and customers.
- d. How many years has Responder operated under current company name?
- e. Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government?
- f. Include an audited financial statement for the last three (3) years.
- g. Responders shall provide three (3) references for projects similar in size or scope to the project specified herein using the *Contractor Reference and Release Form* attached hereto as Attachment B.

7. Financial Statements

- a. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).

8. References:

- a. Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the **Contractor Reference and Release Form** attached hereto as Attachment B.
- b. Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor on projects similar in size and scope to the project outlined in this RFP. Use Attachment C, Subcontractor Reference and Release Form. Make additional copies as needed.

9. Provide the following information: Are you a DeKalb County Firm? Yes / No

C. DeKalb First Ordinance (LSBE PARTICIPATION HAS BEEN WAIVED FOR THIS SOLICITATION)

1. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/pdf/supplierList.pdf>.

2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact our LSBE Program representatives, at: DeKalbFirstLSBE@dekalbcountyga.gov or (404) 371-4770.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program, which is a part of *Attachment H, Sample County Contract Lease Agreement without Fuel Farm*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment E, be completed and submitted with responder's proposal.

IV. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost (25 points)
- B. Technical Approach to the Project (25 points)
- C. Project Management (20 points)
- D. Personnel (10 points)
- E. Organizational Qualifications (20 points)
- F. Optional Interview for Short-listed Responders (10 points) - **Bonus**

The County reserves the right to conduct optional interviews with all responders or a short-listed group of responders. The Evaluation Committee may award a maximum of ten (10) points to each interviewed responder. If the County determines that it is in its best interest to develop a short list of responders for interview, it shall be based on the following calculation:

$$\text{Highest Responder Score} - \text{Interview Points} = \text{Short Listed Score.}$$

Example: 91 – 10 = 81. Any responder with a score of 81 or greater would be interviewed.

V. CONTRACT ADMINISTRATION

A. Sample County Contract Lease Agreement without Fuel Farm

The attached sample contract is the County’s contract document (see Attachment H), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder’s response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped “Original” and five (5) compact discs or flash drives containing an identical copy of the Technical Proposal (DO NOT include the Cost Proposal in original nor on the discs or flash drives); and one (1) original Cost Proposal (see Section III. A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on Thursday February 11, 2021

DeKalb County Department of Purchasing and Contracting
The Maloof Administration Building, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder’s name

and “RFP No. 20-500563 - Westside Aviation Tract W-3 Development on DeKalb Peachtree Airport” on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00PM EST on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Responders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

C. Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference and site visit will be held at **Tuesday January 19, 2021 at 2:00PM EST** via Zoom video conferencing. Although not mandatory, interested responders are strongly encouraged to attend and participate in the pre-proposal conference and site visit. For information regarding the pre-proposal conference, please contact Jovan Hooper, Procurement Agent at jhooper@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-bid conference; however, oral answers are not authoritative. Questions must be submitted to Jovan Hooper, via email to jhooper@dekalbcountyga.gov no later than close of business on **Tuesday January 26, 2021**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Jovan Hooper at (404) 371 – 3644 or send an email to jhooper@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County’s website, www.dekalbcountyga.gov/formalbids

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Eighty (180) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager

for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. Please complete the First Source Jobs Ordinance Acknowledgement and New Employee Tracking Form included in Attachment H, First Source Jobs Ordinance (with Exhibits 1 – 4) and submit with the responder's proposal.

For more information on the First Source Jobs Ordinance requirement, please contact Work Source DeKalb at www.worksourcedekalb.org or 404-687-3400.

K. Business License

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

L. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

M. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

N. Cooperative Procurement

The County through the Department of Purchasing and Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

VI. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

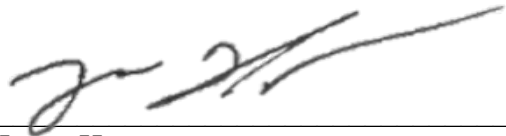
If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee

relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

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

Jovan Hooper
Procurement Agent
Department of Purchasing and Contracting

Attachment A: Proposal Cover Sheet
Attachment B: Contractor Reference and Release Form
Attachment C: Subcontractor Reference and Release Form
Attachment D: LSBE Opportunity Tracking Form
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Attachment K: DeKalb Peachtree Airport Lease Tract "W-3" Tract Description
Attachment L: Report of Subsurface Exploration and Geotechnical Engineering Evaluation
Attachment M: Stormwater and Erosion Control Report for DeKalb Peachtree Airport (PDK)

**ATTACHMENT A
PROPOSAL COVER SHEET**

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP No.: 20-500563 - Westside Aviation Tract W-3 Development on DeKalb Peachtree Airport described herein will be received in the Purchasing & Contracting Department, 2nd Floor, The Maloof Administration Building; 1300 Commerce Drive, Decatur, Georgia 30030 on Thursday February 11, 2021 until <u>3:00PM EST</u>. Proposals shall be marked in accordance with the RFP, Section V. B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT B
CONTRACTOR REFERENCE AND RELEASE FORM**

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT C
SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type of service listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

(DOES NOT APPLY)

**ATTACHMENT D
DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good faith efforts. Prime

Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

(DOES NOT APPLY)

EXHIBIT A

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE
PARTICIPATION
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER: **20-500563** _____

TITLE OF UNIT OF WORK: **Westside Aviation Tract W-3 Development on DeKalb Peachtree Airport**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
 ___ LSBE-DeKalb ___ LSBE-MSA

2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.

3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

(DOES NOT APPLY)

EXHIBIT A, CONT'D

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to submit documentation to support all "Yes" responses as proof of "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company's name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all "no" answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - LSBE Program representatives, at DeKalbFirstLSBE@dekalbcountyga.gov or (404) 371-4770.

(DOES NOT APPLY)

EXHIBIT A, CONT'D

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.

- (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

(DOES NOT APPLY)

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

From: _____ **LSBE –DeKalb** **LSBE –MSA**
(Name of Subcontractor Firm) (Check all that apply)

ITB Number: 20-500563 _____

Project Name: Westside Aviation Tract W-3 Development on DeKalb Peachtree Airport _____

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT E
RESPONDER AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

Notary Public
My Commission Expires: _____



ATTACHMENT F

CHAPTER 7: FIRST SOURCE ORDINANCE

**CHAPTER
07**



First Source

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company’s hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met (**e.g. See Appendix 1**).

Appendix – 1-Forms and Letters

- A. First Source Ordinance Fact Sheet***
(front and back of document, 2 pages total)
- B. First Source Recruitment and Monitoring Process***
- C. First Source Ordinance Municipal Code***
- D. First Source Acknowledgement Form***
- E. New Employee Tracking Form***
- F. Business Service Request Form***
- G. Employment Roster***



A. First Source Ordinance Fact Sheet

The First Source Ordinance is a public regulation that requires contractors and beneficiaries to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry (candidate database).

WSD has a First Source Registry of qualified and trained DeKalb County residents. WSD can assist you with choosing the right candidate using the First Source Registry of qualified and trained DeKalb County residents. WSD can also assist you with choosing the right candidate using the First Source Registry to meet your company's human capital needs.

SUMMARY OF SERVICES

- Pre-screened applicants
- Advertise and administer recruitments, job fairs and more
- Market positions and recruit strong candidates
- Provide computer access to current and future employees to assist with application process and/or testing
- Provide supportive services for new hires.

WHO QUALIFIES?

- Recipients of county grants and contracts of \$50,000 or more with DeKalb County for purchase orders, construction projects, professional or consulting services.

What is the First Source Ordinance?

The First Source Ordinance is a public regulation that calls for contractors and beneficiaries of DeKalb County to hire DeKalb County residents for at least fifty (50) percent of all jobs using the First Source Registry.

Who is considered a Contractor?

An individual or entity entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, which is funded in whole or part with County funds or County-administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures.

Who is considered a Beneficiary?

A beneficiary is an immediate recipient of grants or community development block funds administered by the County. The term shall only apply to those entities benefiting from such County funds or administered funds in the amount of \$50,000 or more.



What is the First Source Registry?

The First Source Registry is a candidate database, maintained by WSD, of employable persons who are residents of the County to be called upon as a source to fill jobs created or maintained as a direct or indirect result of public funding.

What are the benefits of the First Source Ordinance?

- All applicants are pre-screened to ensure that only qualified candidates are referred for interviewing;
- Assist with finding appropriate space for orientations, recruitments, job fairs, and more as needed and appropriate;
- Advertise and administer recruitment events and job fairs;
- Provide job seeker services and computer access to both current and future employees who need assistance with applications, testing, etc.;
- Access to qualified and trained applicant pool

For more information contact our office using 404.687.3400. Visit our website at www.worksourcedekalb.org.

B. First Source Recruitment and Monitoring Process

Purchasing and Contracting Responsibilities:

- 1) Procurement Agent shall notify WSD to attend all First Source applicable pre-solicitation, pre-bid/proposal, and Notice to Proceed (NTP) meetings.
- 2) Procurement Agent to submit to WSD, First Source form information provided with vendor bid and proposal submissions regarding number of anticipated jobs and titles. First Source form information to be provided during in-house award routing process for awards of \$50,000 or more.
- 3) Procurement Agent to include current First Source Ordinance requirements language and First Source form information in all applicable solicitations as well as First Source provision in each applicable contract.
- 4) Procurement Agent to provide to WSD a copy of the attendance sheet completed by those in attendance at the pre-solicitation and NTP meetings. Pre-bid/proposal meeting attendance sheets are posted and available for WSD on the Purchasing and Contracting website under the applicable project.
- 5) Upon WSD determining a vendor First Source Ordinance compliance issue, WSD shall submit a vendor performance rating form to Purchasing and Contracting indicating such



a compliance issue. Purchasing and Contracting will handle the submitted vendor performance rating form in accordance with its vendor management procedures and processes.

- 6) Purchasing and Contracting will assist WSD in their efforts to enforce the First Source Ordinance.

WorkSource DeKalb Responsibilities

- 1) Prior to attending the NTP meeting, First Source Representative will make contact with Purchasing and Contracting or Contract Compliance Officer/Contract Administrator to identify number of anticipated jobs and titles indicated in the successful proposal submitted by the contractor.
- 2) First Source Representative will outline the provisions of the ordinance and the responsibility of the contractors and WSD in administering the ordinance.
- 3) First Source Representative will exchange business cards or contact information virtually with all contractors in attendance and may schedule an on-site visit, if necessary.
- 4) First Source Representative will inquire whether the contractors have any current job openings. If yes, First Source Representative will request the Contractor to complete the First Source Business Service Request Form and submit to First Source Representative.
- 5) First Source Representative will enter the NTP meeting information and contact information from the contractor(s) into the First Source Tracking Report and Taleo Database for monthly tracking.
- 6) The “Good Faith Effort” stipulation in the Ordinance will have been addressed once contractors confirm staffing needs. Contractors with staffing needs must communicate with WSD Business Specialist to post the positions and secure candidates in order to satisfy this stipulation. If there are no staffing needs, then the requirement has been successfully satisfied.
- 7) First Source Representative will record the responses on the First Source Tracking Report, maintained by WSD to identify any staffing opportunities from the contractor(s).
- 8) Upon receipt of a Business Service Request Form from the contractors or sub-contractors, First Source Representative will query the First Source Registry to identify and advise contractor of all suitable applicants for possible interviews.
- 9) Upon the placement of applicant(s), WSD will record the number and type of positions filled by each contractor on the First Source Tracking Report.



C. First Source Ordinance Municipal Code

ARTICLE VIII. - FIRST SOURCE JOBS [11]

Sec. 2-231. - Title.

Sec. 2-232. - Purpose and intent.

Sec. 2-233. - Definitions.

Sec. 2-234. - Duties of purchasing and contracting department.

Sec. 2-235. - Duties of workforce development department.

Sec. 2-236. - First source requirements.

Sec. 2-237. - Disclaimer.

Sec. 2-231. - Title.

This article shall be known as the first source program.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-232. - Purpose and intent.

The purpose of this article is to create the first source program, which requires beneficiaries and contractors of eligible projects to use the first source job register to fill jobs created as a direct result of public funding.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, 8-23-11)

Sec. 2-233. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. **Agreement** means any type of agreement with the county, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, or professional or consultant services.
- b. **Beneficiary** means the immediate recipient of grants or community development block funds administered by the county. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.



- c. **Contractor** means an individual or entity entering into any type of agreement with the county, funded in whole or part with county funds, which specifies the contractor is to receive fifty thousand dollars (\$50,000.00) or more.
- d. **Eligible project** means any project funded in whole or in part with county funds.
- e. **First source job listing** means the listing of all available jobs that have been created by eligible projects.
- f. **First source register** means the database of employable DeKalb County residents.
- g. **Good faith effort** means the efforts undertaken by a beneficiary or contractor to fill jobs created by an eligible project with individuals from the first source register.
(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-13-11)

Sec. 2-234. - Duties of purchasing and contracting department.

In administering the first source program, the director of purchasing and contracting or designee shall have the power to:

- a) Notify any contractor or beneficiary in writing, including specific reasons, who has not complied with this article;
- b) Provide any contractor or beneficiary who has not complied with this article with a reasonable time to cure;
- c) Determine whether noncompliance amounts to a breach of contract;
- d) Provide written determinations of noncompliance to the appropriate officials, stating the specific nature of noncompliance; and
- e) Incorporate a provision regarding this article into every agreement.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-235. - Duties of workforce development department.

In administering the first source program, the workforce development department director or designee shall do the following:

- a) Manage the first source program;
- b) Create written operating procedures to effectuate the provisions of this article;
- c) Compile and maintain a database of citizens of the county that will serve as the first source register;



- d) Create and provide all necessary forms, applications, documents and papers necessary to comply with this article;
- e) Create a methodology to determine what jobs will be created by an eligible project;
- f) Compile and maintain a listing of available jobs created by eligible projects that will serve as the first source job listing;
- g) Notify the director of purchasing and contracting or designee of any contractor or beneficiary who has not complied with the requirements of this article; and
- h) Annually review and report to the chief executive officer or designee to determine the need for this article's continued implementation.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-236. - First source requirements.

- (a) The county shall require every beneficiary or contractor for every eligible project to do the following:
 - (1) Advertise each job created by an eligible project on the first source job listing;
 - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the county;
 - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this article may be deemed ineligible to qualify for any future project;
 - (4) Allow open inspection of payroll records; and
 - (5) Agree to work with the workforce development department to comply with the spirit of this article.

- (b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this article.

- (c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the county funds.



(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-237. - Disclaimer.

By enacting this article the county is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the county, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary. The county, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear on the First Source job register, who claim that the enactment, enforcement or violation of this article caused injury or loss of any kind. This article is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor. This article does not give the county, its officers agents or employees any right to control or determine any of the terms or conditions of employment of a First Source register candidate hired by a beneficiary or contractor.

(Ord. No. 06-16, Pt. I, 9-12-06)



D. FIRST SOURCE ACKNOWLEDGEMENT FORM

First Source Jobs Ordinance Acknowledgement

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov



E. NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring:

Type of Position(s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:	The number you anticipate hiring:	Timeline



F. BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

TITLE:

CONTACT E-MAIL ADDRESS:

CONTACT PHONE:

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other _____

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

PERM **TEMP** **TEMP-TO-PERM** **SEASONAL**

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO **SELECT ALL THAT APPLY:**

CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: jbblack@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	SYSTEM ENTRY DATE: _____
ASSIGNED TO: _____	DATE: _____



G. EMPLOYMENT ROSTER DeKalb County

Contract Number: _____

Project Name: _____

Contractor: _____

Date: _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

ATTACHMENT G
CONTRACTOR'S COST PROPOSAL
(consisting of 2 pages)

**WESTSIDE AVIATION TRACT W-3 DEVELOPMENT ON DEKALB PEACHTREE
AIRPORT**

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal **MUST** be submitted in a separate, sealed envelope with the Responder's name and the title: "Request for Proposal No. 20-500563 – Westside Aviation Tract W-3 Development on DeKalb Peachtree Airport" on the outside of the envelope.

By signing this page, Responder acknowledges that he/she has carefully examined and fully understands the Contract, Scope of Work (SOW) and other attached documents, and hereby agrees that if the proposal is accepted, he/she will contract with Dekalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

CONTRACTOR'S COST PROPOSAL (continued)

*****COST PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING THE COST PROPOSAL IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE.*****

Responder: Provide a price per square foot for unimproved property. The minimum rate of leased property is \$.45 per square foot.

Responder must enter price per square foot below for Lease of W-3 consisting of approximately 0.333 acre (14,527 square feet):

Price per Square Foot (in Words)

\$ _____
Price per Square Foot (in Numerals)

ATTACHMENT H
SAMPLE STANDARD CONTRACT

Lease Agreement at DeKalb Peachtree Airport



Between

DeKalb County, Georgia

and

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SAMPLE

**STATE OF GEORGIA
COUNTY OF DEKALB**

LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the “Lessor” or “PDK”) and _____, organized and existing under the laws of the State of _____ (hereinafter referred to as the “Lessee”);

WITNESSETH:

WHEREAS, the Lessor is the owner of a tract of land in Land Lots 244, 245, 270, 279 and 280 of the 18th District of DeKalb County, Georgia, lying generally within an area bounded on the north by Chamblee-Tucker Road; on the west by Clairmont Road and Hardee Avenue; on the south by Dresden Drive; and on the east by Buford Highway, which is known as DeKalb Peachtree Airport (hereinafter referred to as “Airport”); and

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, that property on the DeKalb Peachtree Airport identified as (street address), Chamblee, Georgia 30341 and more particularly described by the legal descriptions on survey plat by _____, dated _____, which is hereby attached as Exhibit “A” and made a part of this Lease; and

WHEREAS, the Governing Authority of DeKalb County is aware that this Lease Agreement exceeds twenty (20) years and has determined that, in consideration of Lessee’s proposed investment of \$ _____, substantial benefit would inure to the public by approval of this Lease Agreement; and

NOW THEREFORE, for and in consideration of the premises and covenants herein contained and in further consideration of the payment of rent hereinafter stipulated, and of the terms and conditions herein set forth, the parties hereto do hereby agree as follows:

SECTION 1. LEASED PROPERTY:

A. Description. That property on DeKalb Peachtree Airport identified as Lease Tract W-3, and more particularly described by the legal descriptions on Survey Plat by

_____, dated _____, attached hereto as Exhibit A and incorporated herein by reference (the “Leased Property”); and as may be further defined with a Final Survey that will be prepared and submitted to the Airport Director after the Lessee’s construction plans have been approved and required permits issued by the County, the City of Chamblee, and the Federal Aviation Administration.

B. Site. The subject site lies within the boundaries of the DeKalb Peachtree Airport (PDK). Airport Road and Clairmont Road generally bound the Airport on its north and west sides respectively. The site generally encompasses ____ acres, or ____ square feet. The site is currently unimproved.

SECTION 2. USE OF LEASED PROPERTY:

A. Use by Lessee. Lessee shall, in a manner consistent with its present and past use, use the Leased Property for its corporate aviation department which includes a corporate hangar and office/shop building, pilot’s office/lounge, restrooms, aprons, ramps, taxiway, auto parking and aircraft refueling facility. Leased Property includes the following:

1. Land: Approximately ____ square feet to provide for building, paved automobile parking and driveway and aircraft fuel only storage and dispensing equipment.

2. Buildings: Approximately ____ square feet of properly lighted and heated building space for offices/shop, pilots’ lounge, and restroom facilities. Approximately ____ square feet of space for an aircraft storage hangar.

B. Services: Lessee shall provide fuel, oils, lubricants and maintenance for its corporate aircraft only on and from the Leased Premises.

maintenance for its corporate aircraft only on and from the Leased Premises.

C. Ingress and Egress. Lessee shall have the right of ingress to, and egress from the Leased Property over airport roadways, including the use of common-use roadways, expressly subject to such rules and regulations as may be established by the Airport Director respecting such use and subject to law. Lessee shall have the right of ingress to, and egress from, the Leased Property by way of aircraft taxiway or aircraft access way adequate for Lessee’s aircraft.

SECTION 3. RESTRICTIONS ON USE OF LEASED PROPERTY:

A. Leased Property to Be Used for Designated Purposes. The Leased Property shall not be used for any purposes except for the specific purposes herein designated without the written consent of the Lessor.

B. Control of Lighting. Lessee agrees to control all existing and future lighting on the Leased Property so as to prevent illumination from being a hazard to pilots landing on, taking off from, or taxiing on the Airport. The determination of whether lighting creates a hazard shall rest solely upon the judgment of the Airport Director.

C. FAR Part 135 Air Taxi/Charter Operations. FAR Part 135 Air Taxi or Air Charter Operations are not permitted to operate directly from the Leased Property or the facilities thereon. This does not mean that Lessee cannot require its flight crew to be certificated under FAR Part 135 or that aircraft cannot be used in FAR Part 135 operations. It simply means that Lessee cannot specifically conduct FAR Part 135 operations for or on behalf of others from the Leased Property or facilities thereon.

D. Airport Master Plan. Lessee will at all times cooperate with all provisions of any Airport Master Plan to be adopted by the Airport and/or approved by the Board of Commissioners.

SECTION 4. TERM OF LEASE AGREEMENT:

The term of this Lease Agreement consists of three (3) phases:

Phase I – Construction

Phase II – Twenty (20) Year Term

Phase III – Option for Renewal Period.

A. Phase I – Construction. This Lease Agreement shall commence and be effective on execution of this Lease Agreement with DeKalb County and shall end no later than two (2) years after the execution date of the Lease Agreement or the issuance of a Certificate of Occupancy whichever comes first.

B. Phase II – Twenty (20) Year Term. The term of Phase II of this Lease Agreement shall commence the calendar day following the end of Phase I – Construction and shall be for a period of twenty (20) years. This Lease Agreement shall terminate absolutely and without further obligation on the part of either Lessor or Lessee on _____, unless renewed pursuant to Section C, Phase III - Option for Renewal Term, or terminated earlier in accordance with the

termination provisions of this Lease Agreement.

C. Phase III - Option for Renewal Term. Lessee may renew this Lease Agreement in accordance with Section 6-136 of the DeKalb County Code as Revised, 1988. Failure to comply with Section 6-136 of the DeKalb County Code as Revised, 1988 shall be grounds to terminate this Lease Agreement and the parties shall have no further rights, duties or obligations hereunder, other than obligations that are accrued but unsatisfied as of the date of the termination.

SECTION 5. LEASE PAYMENT:

A. Phase I – Construction Rent. Lessee agrees to pay Lessor, as Basic Rent for the Leased Property during Phase I - Construction, an annual amount of _____. Rent is accrued on a monthly basis and shall be paid in equal monthly installments, in the amount of _____ Dollars due and payable on the first day of each month in advance during the term of this Lease Agreement.

B. Phase II Rent – Twenty (20) Year Term. Lessee agrees to pay Lessor, as Basic Rent for the Leased Property, an initial annual amount of _____, and subject to escalation as provided below. Rent is accrued on a monthly basis and shall be paid in equal monthly installments, initially in the amount of _____ Dollars due and payable on the first day of each month in advance during the term of this Lease Agreement.

C. Rent Escalation. The rent shall remain constant throughout the first five (5) years of Phase II of the Lease Agreement. On _____, and at the end of each five (5) year period, the following options for the Lessor shall be available: (1) Escalate the rent by 10% for the next five (5) year period, or (2) Compute the Consumer Price Index (CPI) increase using the previous five years of data, and if higher than 10%, divide the CPI figure by five (5) and apply this percentage rate over the next five years.

D. Phase III - Option for Renewal Period Rent. Rent for the renewal period shall be in accordance with the fair market value appraisal pursuant to Section 6-136 of the DeKalb County Code as Revised, 1988.

E. Audit. The Lessor, at its sole discretion, but not more than once during any calendar year, may conduct an audit of the books and records as it relates to the purchase of fuel, oil, lubricants and all lease payments made by the Lessee to determine the accuracy of said

figures; the cost of the audit to be borne by Lessor.

F. Failure to Pay. On failure of Lessee to pay rentals when due, Lessor has the right, subject to the provisions under Sections 20, 21 and 22 hereof, at its option: (1) to declare this Lease Agreement void, and cancel the same, without the necessity of any legal proceedings; or, (2) enter and take possession of the Leased Property. Lessor at its option, upon a breach of this contract for any reason, may then sublet the Leased Property at the best price obtainable for any reasonable effort through private negotiations and charge the difference, if any, between said price of subletting and the contract price to Lessee and hold him liable therefore. Such subletting on the part of the Lessor will not in any sense constitute a breach of this contract on the part of the Lessor, but Lessor will act as agent for the Lessee to minimize the damage caused by Lessee's breach. These rights of the Lessor are cumulative and not restrictive of any other rights under the law, and failure on the part of the Lessor to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

SECTION 6. SCHEDULE OF IMPROVEMENTS BY LESSEE:

A. Minimum Improvements. Lessee shall, within One Hundred, Eighty Days (180) days from the date of commencement of Phase II, complete construction of the following:

1. Aircraft hangar(s), including interior office space, if any, of not less than ____ square feet. Groundbreaking shall be within One Hundred, Twenty days (120) from the effective date of this Lease Agreement and Certificate of Occupancy shall be issued within One Hundred, Eighty days (180) from the effective date of this Lease Agreement.

2. _____

B. Plans and Specifications.

1. No improvements, including landscaping, shall be erected or placed on the Leased Property, and no alterations shall be made in the improvements and facilities constructed, without prior written approval by Lessor, or of the Lessor's agent, the Airport Director. Such approval shall not be unreasonably withheld.

2. Two (2) complete sets of plans and specifications for all future buildings, alterations, and improvements and for all subsequent planned changes therein or alterations shall, at least thirty (30) days prior to beginning of construction or changes, be signed by Lessee and delivered to the Airport Director for his consideration and approval.

SECTION 7. CONSTRUCTION:

A. Schedule.

1. Lessee acknowledges that at least 120 days prior to executing this Lease Agreement, it has provided all information regarding the submission of Notice of Construction or Alteration, FAA form 7460-1, to the Airport Director, for final approval by the Federal Aviation Administration, as required by Paragraph 77.13(5)(1) of Part 77, Federal Aviation Regulations.

2. Within the time schedule set forth in Section 6A, Minimum Improvements, Lessee agrees to construct or cause to be constructed and completed upon the Premises in accordance with the terms of this Lease and all applicable laws, ordinances, regulations and matters of record, the improvements and facilities set forth in Section 6A hereof. The date for completion may, however, be extended for the period of any unavoidable delay, if Lessee makes a claim for such delay in writing to Lessor within ten (10) days after the commencement of the cause for such delay. For the purpose of this Lease, the term “unavoidable delay” shall mean delay suffered by the Lessee or Lessee’s contractors which necessarily and materially interferes with the progress and extends the time required for the completion of such work and which is caused by, but not limited to, such events as acts of nature or the elements, strikes, lockouts, fire or other causes beyond the control of Lessee or Lessee’s contractors.

B. Building Code. Any building constructed on the Premises shall be constructed in conformance with current building codes or the edition in effect at the time of construction, and all applicable codes and regulations of DeKalb County.

C. Default by Failure to Construct. Any breach by Lessee of any of the terms and provisions of Section No. 5, Lease Payment; Section No. 6, Schedule of Improvements by Lessee; and Section No. 7, Construction, of this Lease shall constitute a material breach and shall be deemed to be “an event of default by Lessee” under Section 20, Events of Default by Lessee, unless cured as set forth in Section 20.

SECTION 8. COMPLIANCE WITH LAWS AND REGULATIONS:

A. Subordination of Leased Property to U.S.A. It is agreed and understood that this Lease Agreement and the provisions hereof, shall be subject and subordinated to the terms

and conditions of the instruments and documents under which DeKalb County acquired the airport property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions of said instruments and documents. This lease is given effect only to the extent that such agreements with the United States of America permit the use of the Leased Property as contemplated herein.

B. Non-Discrimination. Lessee agrees that in its operation and use of the Leased Property and/or the Airport it will not, on the basis of race, color, national origin, religion, sex, age or disability, discriminate against any person or group of persons in any manner prohibited by the Federal Aviation Regulations, federal, state or local laws. Lessee hereby agrees to include the aforesaid language in any agreement it has with a sub-tenant who operates from or uses the Leased Property.

C. Airport Rules and Regulations. Lessee agrees to abide by all ordinances, rules and regulations concerning the Airport, operational safety, operational and airport security, parking of aircraft and other vehicles, and fire prevention promulgated by the Airport Director or the Governing Authority of DeKalb County, Georgia. Copies of such rules and ordinances are available to Lessee in the office of the Airport Director.

D. FAA Rules and Regulations. Lessee shall at all times conduct its business in a lawful manner and at all times conform to the rules and regulations of the Federal Aviation Administration (FAA) insofar as applicable to Lessee's possession and operation of its aircraft. Lessee agrees to include the language in this sub-section with any sub-tenant.

E. No Derogation of Rights of Lessee. Lessee shall not knowingly omit or fail to do anything or permit anything to be done on or about the Leased Property, or bring or keep any thing on the Leased Property or in any improvement erected thereon, which will in any way conflict with any law, ordinance, rule or regulation required to be kept and observed by Lessee which is now in force or which may be hereinafter enacted or promulgated by any public authority having jurisdiction over the Leased Property.

F. Disturbance on Leased Property. Lessee shall not commit or suffer to be committed in or upon the Leased Property any other act or thing which may unreasonably disturb the quiet use and enjoyment of any other tenant at the airport.

SECTION 9. UTILITIES:

A. Payment for Utilities. It is understood and agreed that the rent as noted in Section 5 does not include payment for utilities. Lessee shall throughout the term of this Lease Agreement pay all utility bills which may accrue in the operation of Lessee's business on the Leased Property, including, but not limited to, installation of meters and utility connections for the calculation of utilities incurred by Lessee.

B. Right of Connection. Lessee may, at Lessee's expense, connect to all utilities at the nearest points of existing utility lines, and shall thereafter maintain, repair and replace all such utilities to and including the points of such connections.

C. Waiver of Damage. Lessee hereby waives any claim against and releases Lessor (but not any third parties, such as other lessees) from any and all claims for damage arising or resulting from failures or interruptions of utility services, including but not limited to, electricity, gas, water, plumbing, sewerage, telephone, communications, heat, ventilation, or for the failure or interruption of any public or passenger services facilities.

SECTION 10. CHARACTER AND STANDARDS OF OPERATION:

A. Compliance with Permit Standards. Lessee shall maintain federal, state and local law permit standards, for air and water quality applicable to Lessor which are applicable to the to the Leased Property.

B. Operate in a First-Class Manner. During the full term of this Lease Agreement, Lessee shall continuously operate and maintain, in a first-class manner, the existing grounds and facilities and all future improvements to be constructed on the Leased Property.

C. Supervision by Manager. The Lessee or its designee shall be available on the Property as required in order to ensure compliance with all responsibilities as set forth in this Lease.

SECTION 11. LESSEE TO HOLD HARMLESS:

The Lessee shall be responsible from the time of signing this Lease Agreement, or from the time of the beginning of the first work, whichever shall come first, for all injury or damage, of any kind resulting from the work, or the occupancy of the Leased Property, to any persons or property. The Lessee shall exonerate, indemnify and hold harmless the Lessor from and against

all claims or actions, and all expenses incidental to the defense of any such claims, litigation and actions, based upon or arising out of damage or injury (including death) to persons or property, including employees and property of the Lessor caused by or sustained in connection with the performance of this Lease Agreement or arising out of work performed under this Lease Agreement and shall assume and pay for, without cost to the Lessor, the defense of any and all claims, litigation and actions, suffered through any act or omission of the Lessee or any subcontractor or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the Leased Property. The Lessee expressly agrees to defend at its expense against any claims brought or actions filed against the Lessor where and to the extent such claim or action involves, in whole or in part, the subject of the indemnity contained herein.

SECTION 12. LIABILITY:

A. Indemnification. Lessee hereby waives and renounces for himself and family any and all homestead and exemption rights he or they may have under or by virtue of the laws of the State of Georgia or the United States as against any liability that may accrue under this Lease Agreement.

B. Abandonment. Lessee shall not vacate or abandon the Leased Property at any time during the term hereof; and if Lessee shall abandon, vacate or surrender the Leased Property or be dispossessed by operation of law or otherwise, any personal property belonging to Lessee and left upon the Leased Property and any or all of Lessee's improvements thereon shall, at the option of the Lessor, be deemed to be abandoned by Lessee and shall, at the option of the Lessor, become the property of Lessor or may be discarded, at the expense of Lessee, with no liability to Lessor therefore.

C. Liens. Lessee shall keep the Leased Property and all improvements thereon free from any and all liens and encumbrances arising out of any work performed, materials furnished or obligation incurred by Lessee, Lessee's employees, agents or contractors. Lessee agrees to indemnify and to save Lessor harmless from any such liens and to pay to Lessor, upon demand, the cost of discharging such liens with interest at the rate of ten-percent (10%) per annum from the date of such discharge, together with reasonable attorneys' fees in connection with the settlement, trial or appeal of any such lien matter.

D. Bankruptcy. In the event that bankruptcy or state insolvency or receivership proceedings shall be filed and sustained for a period of greater than ninety (90) days against Lessee, its heirs, executors, administrators, successors or assigns, in any Federal or State Court, it shall give the right to Lessor, at its option, to immediately declare this contract null and void, and to at once resume possession of the Leased Property and improvements thereon. No Receiver, Trustee or other judicial officer shall ever have any right, title or interest in or to the Leased Property by virtue of this Lease Agreement.

E. Tenant at Will. If Lessee remains in possession of Leased Property after expiration of the terms hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall become a tenant at will at the rental rate of 120% of the rate in effect at the end of the term of this Lease Agreement; and Lessee shall be bound by the terms and conditions of this Lease Agreement as far as applicable; and there shall then be no renewal of this Lease Agreement by operation of law.

SECTION 13. LIABILITY INSURANCE:

A. Comprehensive General Liability. Lessee shall maintain in force and effect at all times during the term of this Lease Agreement comprehensive general liability insurance coverage, for terms and conditions deemed appropriate by the Lessee to protect its interests, with a minimum \$5,000,000, per occurrence limit. Comprehensive Liability coverage for Lessee's subcontractors, if any, shall be obtained by Lessee with a \$1,000,000 policy limit. Lessee to name DeKalb County as Additional Insured including Completed Operations. Policy to be primary with Waiver of Subrogation.

B. Comprehensive Automobile Liability. Lessee shall maintain in force and effect at all times during the term of this Lease Agreement comprehensive automobile liability coverage for any vehicles used by Lessee on the Airport. Coverage shall be provided with a minimum limit of \$1,000,000 combined single limit and shall cover all owned, non-owned, and hired vehicles.

Pollution Coverage shall be maintained with a minimum of \$2,000,000 Pollution Limit. Lessee shall name DeKalb County as Additional Insured including Completed Operations. Policy shall be primary with Waiver of Subrogation. In lieu of a separate pollution policy, the contractor can add a Limited Pollution Endorsement to their existing General

Liability policy at the same limits.

C. Workers' Compensation Liability. Lessee shall, if required by State of Georgia Law, maintain in force during the term of this Lease Agreement, statutory workers' compensation insurance coverage.

D. Policies. All Liability Insurance policies required under Section 13 hereof shall name Lessor as additional insured under such policy or policies of insurance. A Minimum standard of acceptability of a carrier should be an A.M. Best's rating of A-VI. Lessee shall pay the premiums for such policies in a timely manner.

A. Certificate of Coverage. Lessee shall furnish to the Airport Director within thirty (30) days after execution of this Lease Agreement, or prior to the initiation of any construction or development on the Leased Property, which ever shall first occur, a certificate or certificates evidencing such insurance coverage with companies doing business in Georgia and acceptable to Lessor covering:

- i. The coverage and policy limits contained herein.
- ii. The location and the operation to which the insurance applies.
- iii. The expiration date of the policy(ies).
- iv. The name and address of the party to whom the certificates should be issued:

DeKalb County, Georgia
DeKalb Peachtree Airport
2000 Airport Road
Suite 212, Administration Building
Atlanta, Georgia, 30341
Attention: Airport Director

- v. If such coverage is canceled, reduced, or materially changed, Lessee shall, within fifteen (15) days of such event, notify the Airport Director of such cancellation, reduction, or material change of coverage and file with said Airport Director a certificate showing that the required insurance has been reinstated or is being provided through another insurance company or companies.
- vi. Prior to ten (10) days before the expiration of any such certificate, Lessee shall deliver to the Airport Director a

certificate renewing or extending the terms for a period of at least one (1) year, or a replacement certificate acceptable to Lessor evidencing the required insurance coverage.

SECTION 14. BUILDERS RISK INSURANCE:

Lessee shall obtain and maintain fire insurance with extended coverage in an amount equal to the estimated completed value of such building(s). Coverage shall be written on a “completed value” basis. Builders Risk Insurance with extended coverage policy shall name Lessor as an additional insured under such policy of insurance.

The Lessee shall pay the premiums for such insurance in a timely manner.

The Lessee shall provide the Lessor with a certificate of insurance of companies doing business in Georgia and acceptable to Lessor, covering:

- A. The required coverage and policy limits.
- B. The location and the operation to which the insurance applies.
- C. The expiration date of policy.
- D. The name and address of party to whom the certificates should be issued:

DeKalb County, Georgia
DeKalb Peachtree Airport
2000 Airport Road
Suite 212, Administration Building
Atlanta, Georgia, 30341
Attention: Airport Director

- E. If such coverage is canceled, reduced, or materially changed, Lessee shall, within thirty (30) days of such event, notify the Airport Director of such cancellation, reduction, or material change of coverage and shall promptly file with said Airport Director a certificate showing that the required insurance has been reinstated and is being provided through another insurance company or companies.
- F. Prior to ten (10) days before the expiration of any such certificate, Lessee shall deliver to the Airport Director a certificate renewing or extending the terms for a period of at least one (1) year, or a replacement certificate acceptable to Lessor

evidencing the required insurance coverage.

SECTION 15. PERMANENT PROPERTY INSURANCE:

Lessee shall provide to the Lessor evidence of coverage of an “all risk” property insurance policy, written on a “replacement cost” basis; it is understood by Lessor that such coverage shall be subject to exclusions and limitations to coverage by the Lessee’s insurance company. This policy shall name Lessor as an additional named insured under such policy of insurance. Lessee shall ensure that this policy shall remain in force at all times during the term of this Lease Agreement.

The Lessee shall pay the premiums for such insurance in a timely manner.

The Lessee shall provide the Lessor with a certificate of insurance of companies doing business in Georgia and acceptable to Lessor, covering:

- A. The required coverage and policy limits. Disclosure of Deductible is required.
- B. The location and the operation to which the insurance applies.
- C. The expiration date of policy.
- D. The name and address of party to whom the certificates should be issued:

DeKalb County, Georgia
DeKalb Peachtree Airport
2000 Airport Road
Suite 212, Administration Building
Atlanta, Georgia, 30341
Attention: Airport Director

- E. If such coverage is canceled, reduced, or materially changed, Lessee shall, within thirty (30) days of such event, notify the Airport Director of such cancellation, reduction, or material change of coverage and promptly file with said Airport Director a certificate showing that the required insurance has been reinstated and is provided through another insurance company or companies.
- F. Prior to ten (10) days before the expiration of any such certificate, Lessee shall deliver to the Airport Director a certificate renewing or extending the terms for a period of at least one (1) year, or a replacement certificate acceptable to Lessor evidencing the required insurance coverage.

SECTION 16. DAMAGE, DESTRUCTION OR CONDEMNATION OF LEASED PROPERTY:

If the building or improvements on the Leased Property are destroyed by fire or any other cause, or substantially damaged as to be unusable, Lessee shall have the option to either (a) terminate this Lease Agreement upon payment to Lessor of an amount equal to 1/20th of the insurance proceeds multiplied by the number of years the Lessee has been in possession under this Lease Agreement, which payment shall be made from the proceeds of insurance received by the Lessee and not from other assets of the Lessee; or (b) to rebuild as expeditiously as possible, using insurance proceeds therefore and to treat this Lease Agreement as continuing in effect. Lessee shall notify Lessor in writing of which alternative it elects within thirty (30) days after date of determination of the amount of insurance proceeds owed to Lessor.

In the event that a part of the improvements are damaged by fire or other cause, this Lease Agreement shall be treated as continuing in effect, and Lessee shall rebuild and/or repair as expeditiously as possible, and, so long as Lessee is, in good faith, taking the action required to rebuild and/or repair such portion of the improvements as required herein, rent shall be reduced pro rata, based on the square footage of the affected improvements, until such improvements are rebuilt and/or repaired, such that they may be occupied safely and used for their intended purpose by Lessee.

A. Maintenance of Improvements. Lessee shall, throughout the term of this Lease Agreement, at its own cost, and without any expense to Lessor, keep and maintain the Leased Property, including buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair, and, except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature, or description, whatsoever to the demised Leased Property or any buildings or improvements thereon.

B. Condemnation.

1. Total Condemnation. In the event of condemnation, or any taking by eminent domain, by any governmental entity, Lessor and Lessee shall have no interest in the award

to the other, it being the intent of this Lease Agreement that each shall negotiate and litigate according to their separate interests, and this Lease Agreement shall terminate on the date of initiation of action taken by such governmental entity.

2. Partial Taking. In the event of the condemnation, or taking by eminent domain of a portion of the Leased Property, if the remainder of the leasehold is in an economically viable operating unit, as agreed by Lessor and Lessee, rental payments shall abate according to the ratio of square footage so taken. Condemnation award for the taking of any structure on the Leased Property shall be divided between Lessee and Lessor on the basis that Lessor shall receive an amount equal to the award divided by 20 and multiplied by the number of years remaining under this Lease Agreement.

If the remaining property is not an economically viable unit, as agreed by Lessor and Lessee, it shall be treated as a total condemnation as set forth in Subparagraph 1, Total Condemnation, above.

3. Temporary Taking. Should any portion of the Leased Property be condemned for any period, Lessor shall have no interest in such condemnation award, and the same shall go to Lessee, and the rent shall not abate to the extent that the award is equal to or in excess of the rent amount relating to such condemned portion of the Leased Property.

SECTION 17. INSPECTION OF LEASED PROPERTY:

A. Inspection of Leased Property: With twenty-four (24) hours notice to Lessee, Lessor or its duly authorized representatives may enter upon the Leased Property at any and all reasonable times during the term of this Lease Agreement for the purpose of determining whether or not Lessee is in compliance with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor.

B. Inspection Report: Beginning on the fifth (5th) anniversary of the rent commencement date and each fifth (5th) anniversary thereafter, Lessee shall provide Lessor with an inspection report of the Leased Property prepared by an engineer or architect licensed to do business in the State of Georgia attesting to the condition of the Leased Property and addressing all repairs, replacements and renewals needed to maintain the required state of condition of the Leased Property. The cost of the inspection report shall be paid by Lessee. The inspection report shall be delivered to the Airport Director.

SECTION 18. TITLE:

A. Newly Constructed Buildings and/or Replacement Structures: During the term of this Lease Agreement and upon completion of any improvements, title to any and all newly constructed buildings, i.e. new and/or replacement structures placed on the Leased Property by Lessee shall remain in Lessee. Consequently, the Lessee shall be responsible for paying any and all property taxes and the like on these newly constructed buildings and/or replacement structures through the entire period of the Lease.

B. Existing Property and Structures: Title to all existing structures and facilities revert to the ownership of the County on _____. Hence, no payment of property taxes on County/Airport property and existing facilities are due or required at any time beginning _____ exclusive of newly constructed buildings and/or replacement structures outlined above. However, final determination of property taxes due remains with the Tax Commissioner, DeKalb County.

C. Reversion of Title: Title to any and all new improvements (including newly constructed buildings and/or replacement structures) on the Leased Property shall revert to the ownership of Lessor at the termination of this Lease Agreement.

SECTION 19. TAXES:

During the term of the Lease Agreement, Lessee shall pay or cause to be paid, prior to delinquency, all taxes, including possessory interest taxes, ad valorem taxes, and any other assessments levied or assessed:

- (a) On the Leased Property;
- (b) On all possessory interests hereunder or in the Leased Property;
- (c) On any improvements, fixtures and equipment now or hereafter existing on the Leased Property and on any personal property situated in, on or about the Leased Property, or in, on or about any buildings or improvements thereon. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required hereunder to be paid by Lessee, promptly on payment thereof, if so required by Lessor, and;
- (d) On Lessee's aircraft based on the Airport.

It is understood, however, that Lessee may pay any such taxes and assessments under protest, and without liability, cost or expense to Lessor, and may in good faith contest the validity

or amount thereof.

SECTION 20. EVENTS OF DEFAULT BY LESSEE:

Each of the following events shall constitute an “event of default by Lessee”, provided, however, that Lessee shall have thirty (30) days, (except in the case of Subparagraph (a) below, ten (10) days) after the receipt of written notice from Lessor of any such “event of default by Lessee” to cure.

- (a) Lessee’s failure to pay the rent and other fees herein provided at the time fixed for payment thereof.
- (b) Lessee’s failure to pay any taxes, including possessory interest taxes or assessments, agreed to be paid by Lessee in Section 21, Results of Lessee’s Defaults, of this Lease Agreement in accordance with the terms of said Section. If the nature of any default by Lessee under this Subparagraph (b) is such that it cannot be cured within the thirty (30) day cure period provided above, Lessee shall be deemed to have cured such default if it shall, within such thirty (30) day period, commence performance and thereafter diligently prosecute the same to completion.
- (c) Lessee’s failure to keep, perform or observe any term, covenant, or condition of this Lease Agreement to be kept, performed, or observed by Lessee.
- (d) Lessee’s filing of a voluntary petition in bankruptcy or the assignment of all or substantially all of Lessee’s assets for the benefit of Lessee’s creditors or the institution of proceedings in bankruptcy against Lessee or the appointment of a receiver of the assets of Lessee; provided, however, that if any such proceedings or appointments are involuntary, then they shall not be considered an event of default by Lessee unless Lessee fails to procure a dismissal thereof within ninety (90) days after the institution of such involuntary bankruptcy proceedings or the appointment of such receiver.

SECTION 21. RESULTS OF LESSEE’S DEFAULT:

Upon the occurrence of an “event of default by Lessee”, which is not cured within the time period given, Lessor, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Property with no liability to the Lessor therefore; such property may be removed and stored in a public warehouse or elsewhere at the expense of Lessee. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice required by law, it may either terminate this Lease, or relet the Leased Property and any improvements thereon or any part thereof for such term or terms (which may be for a term

extending beyond the term of this Lease Agreement) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to make alterations and repairs to improvements on the Leased Property. Upon such reletting:

- (a) Lessee shall be immediately liable to pay to Lessor, any indebtedness for the cost and expenses of such reletting and of such alterations and repairs incurred by Lessor, and the amounts, if any, by which the rent reserved in this Lease Agreement for the period of such reletting (up to but not beyond the term of this Lease Agreement) is less than the amount agreed to be paid as rent for the Leased Property for the period of such reletting, or
- (b) At the option of the Lessor, rents received by Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the balance, if any, shall be held by Lessor and applied in payment to future rent as the same may become due and payable hereunder.

If Lessee has been credited with any rent to be received by such reletting under option (a) and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly by Lessee. No such re-entry or taking possession of the Leased Property and any improvements thereon by Lessor shall be construed as an election on its part to terminate this Lease Agreement unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease Agreement for any breach, in addition to any other remedy it may have, and in such event, Lessee's interest in any and all buildings and improvements on the Leased Property shall, at the option of the Lessor, automatically pass to Lessor; and Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Property, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent unpaid in this Lease Agreement for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

SECTION 22. NON-WAIVER OF DEFAULTS:

The waiver by Lessor or Lessee of any breach by Lessor or Lessee of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of same or any other term, covenant or condition of this Lease Agreement. No term, covenant, or condition hereof can be waived except by written consent of Lessor; and forbearance or indulgence by Lessor, in any regard whatsoever, shall not constitute a waiver of the term, covenant or condition to be performed by Lessee to which the same may apply; and until complete performance by Lessee of the term, covenant or condition, Lessor shall be entitled to invoke any remedy available to it hereunder by law, despite such forbearance or indulgence.

SECTION 23. LESSEE'S ENCUMBRANCES:

A. Obligation. Lessee shall not encumber, mortgage or pledge or allow any lien upon Lessee's interest in the Leased Property or in any improvements Lessee places thereon by mortgage, deed of trust or other instrument without the prior written consent of Lessor. Any such mortgage, deed of trust or other instrument consented to by Lessor shall expressly provide therein that the trustee, mortgagee, or beneficiary in such instrument or payee in the note or other obligation secured by any such instrument shall provide Lessor with written notice of any event of default by Lessee or foreclosure action against Lessee, within ten (10) days of such event. In the event such encumbrance, pledge, mortgage, or lien is allowed, the trustee, mortgagee or beneficiary in said instrument or payee in the note or other obligation secured by any such instrument may deliver to Lessor written notice showing:

- (i) the amount of the obligation secured by such instrument and the date of maturity or maturities thereof; and
- (ii) the name and post office address of such mortgagee, beneficiary, payee, or trustee. Upon delivery of such notice to Lessor, Lessor shall thereafter serve on such mortgagee, beneficiary, payee or trustee, by registered or certified mail at the address given or at any subsequent address thereafter given, a copy of every notice thereafter served by Lessor upon Lessee under the terms of this Lease, during the existence of such mortgage, deed of trust, or instrument.

B. Cure of Default by Mortgagee. In the event that Lessee defaults in the performance of any covenant or provision of this Lease Agreement to be performed by Lessee

during the existence of any such mortgage, lien, deed of trust, or other instrument, the beneficiary, mortgagee, payee, or trustee named in any such notice, or their nominee, shall have the right, within the time herein provided, plus an additional ten (10) days, to perform and comply with all the covenants and provisions of this Lease to be performed by Lessee and to make all payments required of Lessee by this Lease and, by so doing, to cure and remove any such default.

C. Cure by Commencement of Performance. If the nature of any default by Lessee is such that it cannot be cured within the additional ten (10) days, such beneficiary, mortgagee, payee, or trustee shall be deemed to have cured such default if it or its nominee shall, within such ten (10) day period, commence performance and thereafter diligently prosecute the same to completion.

D. Foreclosure of Liens. If, at any time, foreclosure proceedings are begun to any lien secured by any mortgage, deed of trust, or other similar instrument on the Leased Property, for a period of thirty (30) calendar days from the date Lessor receives notice of such foreclosure, Lessor shall have the first option of assuming or discharging said lien at its actual face value, according to the terms thereof, and thereupon to then terminate this Lease Agreement and all interest in it and relet the Leased Property under the provisions of Section 22, Non-Waiver of Defaults, hereof.

E. Non-Relief of Liability. The execution of any encumbrance under this Section, or the foreclosure thereof, or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such encumbrance, or conveyance by Lessee to the holder of such indebtedness or encumbrance or the exercising of any right, power, or privilege reserved in any encumbrance, shall not be held as a violation of any of the terms or conditions hereof, or as an assumption by the holder of such indebtedness personally of the obligations hereof. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve Lessee from its liability hereunder.

SECTION 24. TERMINATION BY LESSEE:

The Lessee may cancel this Lease Agreement at any time, without penalty, if the Airport ceases to be used for airport purposes, or if local/County/State/Federal/or FAA regulations, laws, ordinances prevent Lessee from using its aircraft at the airport, or restrict the size or noise from aircraft such that the aircraft cannot be used at the airport.

SECTION 25. RIGHTS PRIOR TO TERMINATION:

If Lessee is not in default hereunder, Lessee shall have the right to remove during the term hereof any and all fixtures which Lessee may have placed or installed upon the Leased Property; provided, however, that upon said removal, Lessee shall repair, at Lessee's own expense, any damage resulting therefrom and leave the Leased Property in their original condition, normal wear and tear excepted.

SECTION 26. REDELIVERY OF LEASED PROPERTY:

Lessee shall, upon termination of this Lease in any manner, quit and deliver up the Leased Property to Lessor peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by Lessee or Lessor, reasonable wear and tear thereof excepted.

SECTION 27. LESSOR'S LIEN:

If Lessee is in default under any covenant, term or provision of this Lease Agreement or has abandoned the Leased Property, in addition to the rights of Lessor under Section 12, Liability, hereof, Lessee hereby grants to Lessor a lien upon any improvements, personal property and trade fixtures of Lessee upon the Leased Property, which lien Lessor may satisfy by selling said improvements, personal property or trade fixtures at public or private sale without notice to Lessee and from the proceeds of said sale satisfy first any costs of storage, removal and sale, and any other debts due from Lessee to Lessor; and secondly, satisfy the total amount of unpaid rent due hereunder and hold any balance for the account of Lessee. This lien shall inure to Lessor's benefit whenever Lessee is in default hereunder and when Lessor exercises any right, which Lessor may have at law, in equity or under this Lease Agreement.

SECTION 28. QUIET ENJOYMENT:

Lessee, upon payment of the fees and all other payments and charges to be paid by Lessee under the terms of this Lease Agreement and upon observing and keeping the agreements and each of the covenants of this Lease Agreement on the part of Lessee to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Leased Property during the term of this Lease for the purposes and uses set out herein. Lessee covenants that it will not commit or allow to be committed by any other sub-tenant, any act on the Leased Property which may disturb the quiet enjoyment of any other adjoining tenants.

SECTION 29. SALE, ASSIGNMENT, TRANSFER AND SUBLETTING:

Lessee shall not, except as security as provided in Section 23, Lessee's Encumbrances, hereof, sell, assign, or transfer this Lease Agreement without the prior written consent of the Lessor. Lessee shall not sublease the Leased Property or any portion thereof, nor shall Lessee sublet any privileges granted with respect to the operation of said Leased Property or any portion thereof, without the prior written consent of the Lessor, unless said sublease is for storage of aircraft and/or other aviation business or use classified and interpreted as "direct aeronautical use". Lessee may also provide equipment storage space and/or office space to any such sublessee without Lessor's prior written consent. No assignee for the benefit of Lessee's creditors, and any trustee, receiver, or referee in bankruptcy shall acquire any rights under this Lease by virtue of this paragraph.

SECTION 30. WAIVERS:

Any waiver by Lessor or Lessee at any time of any of the terms, conditions, covenants or agreements of this Lease Agreement, or non-compliance therewith, shall not be deemed or taken as a future waiver at any time thereafter of the same or any other term, condition, covenant or agreement herein contained, nor of the strict and prompt performance thereof required by Lessee. No delay, failure or omission of Lessor to re-enter the Leased Property or to exercise any right, power, privilege or option arising from any default, nor the subsequent acceptance of fees then or thereafter accrued, shall impair any future right, power, privilege or option, nor shall it be construed to be a waiver of any such default or acquiescence therein. No notice by Lessor shall be given to Lessee to restore or revive any "time is of the essence" clause after any waiver by Lessor. No option, right, power, remedy or privilege of Lessor shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Lessor by this Lease Agreement are cumulative and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Lessor shall not impair its right to any other right, power, option or remedy.

SECTION 31. SECURITY:

Lessor shall provide, or cause to be provided, during the term of this Lease Agreement, all proper and appropriate public fire and police protection similar to that afforded to other tenants at

the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. Lessee shall have the right but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Lessee, shall not in any way be construed to limit or reduce the obligations of Lessor hereunder.

A. Access to Non-Movement Area / Ingress and Egress.

Lessee shall have right of ingress to, and egress from, the Airport over Airport roadways, including the use of common-use roadways, expressly subject to such rules and regulations as may be established by the Airport Director. Lessee is granted only that vehicular access which is reasonably necessary to allow Lessee access to the Leased Property once Lessee is on Airport property. Vehicular access to all movement areas, whether active or inactive, is expressly prohibited by this Lease. For the purpose of this Agreement, a movement area is any runway or taxiway utilized whether active or inactive for taxiing, takeoffs, and landings of aircraft, exclusive of aircraft loading ramps, taxilane(s), aircraft parking areas, and aircraft aprons and tie-down spaces.

B. Gate Combination and / or Access Code.

The Lessee acknowledges and agrees that he/she is totally responsible for the dissemination of any gate and/or access code given to provide access to the Airport through the use of Lessee's gate. If the Lessee gives this code to any other person for whatever reason, the Lessee will be responsible for any and all actions of such person(s) as if this were the Lessee him/herself.

C. Access Card.

If Lessee desires to use Airport's established proximity access control card system, or other Airport access control system not yet defined by, or in use by, the Airport at that time, Airport Administration will assign one (1) card to the Lessee only. A request by the Lessee for an additional card(s) shall be made in writing stating the reason(s) or rationale why an additional card(s) is/are required. Any request for an additional card may or may not be approved by the Airport Director at his/her sole discretion. The minimum information required for the issuance of any additional card will include the name, local address, and contact phone number of the individual. A Ten Dollar (\$10.00) fee, payable to DeKalb County, will be charged for the issuance of an access card to each individual. If a card is lost, stolen, or made unusable for any reasons, a Twenty-Five Dollar (\$25.00) replacement fee will be required before a new card is issued.

The control and monitoring of access is paramount to Airport security. Accordingly, only authorized users with access to the Airport granted pursuant to this Lease should hold a card to access the Airport. Lost or stolen Airport-issued access cards shall be reported immediately by any means possible to Airport Administration, whereupon the loss and/or theft will be recorded, and the card will be made “inactive” by Airport Administration for the access control point. “Reported immediately” means within twenty-four (24) hours or the next business day, not including weekends or holidays. A new card may then be issued by Airport Administration bearing a number different from the one lost or stolen.

D. Fraud and Intentional Falsification of Records.

- (a) No person may make any fraudulent or intentionally false statement in any application for any security program, access medium, or identification medium.
- (b) No person may make any fraudulent or intentionally false entry in any record or report that is kept, made or used to show compliance or exercise any privileges.

E. Security Responsibilities of Employees and Other Persons.

No person may:

- (a) Tamper or interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper or interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
- (b) Enter, or be present within a secured area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- (c) Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or vehicles in secured areas in any other manner than that for which it was used by the appropriate authority.

F. “On Airport Driver’s Safety and Training Guide for the DeKalb Peachtree Airport”.

Any person given access to the Airport shall be required to read and acknowledge having read and understood the current edition of the above document provided by the Airport, to qualify for access to the Airport. A copy of the signature page acknowledgement will be kept in the Lessee’s Lease file.

G. Airport Safety and Security.

In the interest of Airport safety and security, in the event Lessee fails to abide by this Section 31 of this Lease Agreement and provided Lessee is given five (5) days written notice of the violation with a ten (10) day period to cure, the Chief Executive Officer (CEO) of DeKalb County and his/her designee, is authorized by the County's Governing Authority, at the CEO's sole discretion, to immediately declare this Lease void, to cancel the same without any legal proceeding and to reenter and take possession of the Leased Property.

SECTION 32. PUBLIC USE AND FEDERAL GRANTS:

A. Grant Agreements. The Leased Property and the Airport are subject to the terms of those certain sponsors' assurances made to guarantee the public use of the Airport as incidental to grant agreements between Lessor and the United States of America, as amended ("Sponsor's Assurance Agreement"), and Lessor represents that none of the provisions of this Lease Agreement violate any of the provisions of the Sponsor's Assurance Agreement.

B. Non-Exclusive Rights. Nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC Section 40103(e) (formerly, Section 308 of the Federal Aviation Act of 1958).

C. Right to Develop Airport. Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas, and taxiways as it may see fit, regardless of the desires or views of the Lessee.

D. Subordination of Lease. This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, its Boards, Agencies, or Commissions relative to the operation or maintenance of the Airport.

E. Right to Amend. In the event that the Federal Aviation Administration or its successors shall require any modifications or changes in this Lease Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Lessee hereby consents to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Lease Agreement as may reasonably be required to obtain such funds; provided, however, that in no event will Lessee be required, pursuant to this paragraph, to accept an increase in fees or rent provided for hereunder or accept a change in the use of, accept a reduction in the size of the Leased Property, or to accept any change which would adversely affect the rights of any mortgagee, beneficiary, payee or trustee registered with Lessor as provided in

Section 23, Lessee's Encumbrances.

SECTION 33. BONDS:

Lessee shall be required to furnish to Lessor:

(a) Prior to the commencement of any construction or alteration upon the Leased Property, a surety bond, satisfactory to Lessor, in a sum not less than 100% of the estimated cost of construction, guaranteeing the faithful performance and the completion of such construction, all in accordance with final plans and detailed specifications to be approved in advance by Lessor. Said bond shall guarantee Lessor against any losses and liability, damages and expenses (including attorney's fees), claims and judgments caused by or resulting from any failure of Lessee or Lessee's contractor to perform fully and faithfully the work in question within the time period herein provided for completion.

(b) Prior to the commencement of any construction work upon the Leased Property, a surety bond, satisfactory to Lessor, with Lessee's contractor or contractors as principal, in the sum equal to not less than 100% of the amount of the contract for the completion of such work guaranteeing the payments of wages for services engaged and of bills contracted for materials supplied and equipment used in the performance of such work, and protecting Lessor from any liability (including attorney's fees), loss or damage arising therefrom.

In the event that Lessee initially furnishes such bonds as required by Section 33(a) and 33(b), above, and thereafter obtains from its contractor or contractors such bonds in like amount which are satisfactory to Lessor, and which provide the same protection, as aforesaid, Lessor, upon application by Lessee and upon naming Lessor as an additional obligee of Lessee's principal and contractor under such bonds, shall release Lessee from and consent to the cancellation of the bond or bonds originally furnished by Lessee under Section 33(a) and 33(b) hereof; it being understood and agreed that nothing herein contained shall prevent Lessee's compliance with the provisions of Section 33(a) and 33(b) hereof by initially obtaining such bonds from its contractor or contractors prior to the commencement of any construction hereunder. Said bonds shall be with good and sufficient surety satisfactory to Lessor.

SECTION 34. CONSENT NOT TO BE UNREASONABLY WITHHELD:

Whenever consent or approval is required hereunder by either party, such consent is not to

be unreasonably withheld, nor to be delayed for any unreasonable period of time.

SECTION 35. PREVENTION OF TRESPASS:

Lessee agrees to use Lessee's reasonable efforts to prevent unauthorized persons from gaining access to the Airport restricted areas through the Leased Property.

SECTION 36. SIGNS AND ADVERTISING:

Lessee is granted the right to install identification signs on and about the Leased Property, subject to the Airport's prior written approval with regard to the size, design, text and location of such sign and the approval of applicable local government authority. Those signs currently erected on the property are exempt from this requirement.

SECTION 37. RELATIONSHIP BETWEEN THE PARTIES:

Lessor is neither a joint venture with, nor a partner or associate of the Lessee with respect to any matter provided for in this Lease Agreement. Nothing herein contained shall be construed to create any such relationship between the parties other than that of Lessor and Lessee or to subject Lessor to any obligation of the Lessee whatsoever.

SECTION 38. TIME OF THE ESSENCE:

Time is of the essence in this Lease Agreement.

SECTION 39. LEASE MADE IN GEORGIA:

This Lease Agreement has been made in and shall be construed in accordance with the laws of the State of Georgia.

SECTION 40. HEADINGS:

The headings contained herein, including the Title Page and the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease Agreement.

SECTION 41. NOTICES:

All notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified, and addressed as follows (or at such other address as from time to time may be designated by either party by written notice to other

party):

(a) LESSOR:

DeKalb County, Georgia
The Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Airport Director,
DeKalb County, Georgia
DeKalb Peachtree Airport
212 Administration Building
2000 Airport Road
Atlanta, Georgia 30341

LESSEE:

SECTION 42. SURRENDER AND MERGER:

The voluntary or other surrender or termination of this Lease Agreement by Lessee, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of Lessor, terminate all or any existing subleases, or subtenancies, or may, at the option of Lessor, operate as an assignment to Lessor of any or all such subleases or subtenancies.

SECTION 43. SUCCESSORS AND ASSIGNS:

Subject to the terms and conditions of Section 29, Sale, Assignment, Transfer, and Subletting, hereof, the provisions of this Lease Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

SECTION 44. PERMITS AND LICENSES:

All necessary permits, licenses, or permissions from the Airport Director shall be obtained in writing, and shall not be valid or binding upon any person unless and until said writing is obtained.

SECTION 45. AS-BUILT PLANS TO BE FURNISHED:

As available, two (2) complete certified sets of "as-built" plans and specifications for all buildings and improvements on the Leased Property shall be deposited with the Airport Director within thirty (30) days of the date of this agreement. After the completion of any new construction by Lessee on the Leased Property, two (2) complete sets of plans and specifications for all subsequent changes therein or alterations thereof shall, within fifteen (15) days after approval by

the Lessor, be signed by Lessee and delivered to the Airport Director.

SECTION 46. AIRPORT DIRECTOR:

The Lessor, through an Airport Director shall have the exclusive right and responsibility during the term of this Lease Agreement of managing and operating said Airport for civilian flying adjacent to the Leased Property, including the promulgating of such rules and regulations, including traffic rules, so that said Airport may be operated safely, efficiently and to the further end that all take offs, landings, taxiing and flying in the immediate vicinity of the field shall be performed with maximum safety.

SECTION 47. MAINTENANCE OF RUNWAYS AND TAXIWAYS:

The Lessor will maintain runways and taxiways in useable and safe condition, considering the type and nature of the initial construction, except those portions which may be closed to air traffic during periods of repair or construction, or for any other purpose deemed necessary by the Lessor.

SECTION 48. TRASH AND REFUSE:

A. Removal and Disposal. It is hereby agreed that the quick and efficient removal and disposal of trash, clippings, refuse, garbage and other debris from the Leased Property is essential, and Lessee shall arrange for such removal and disposal of trash, clippings, refuse, garbage and other debris from the Leased Property at Lessee's own expense in accordance with all applicable laws and ordinances.

B. Storage. Trash, clippings, refuse, garbage and other debris shall be stored in closed containers suitably screened and protected from public view, pending their removal and disposal, and such storage shall at no time, be allowed to generate odors, attract rodents or insects, or become offensive in any manner. The containers shall have paved access for the service providing their removal and disposal. The storage area shall be kept neat and clean at all times.

C. Waste Products. Lessee shall prevent the entrance from the Leased Property of quantities of petroleum products and other harmful wastes in excess of amounts permitted by applicable laws and regulations in the sewerage and storm water drainage systems serving the County, and shall treat the same in accordance and in full compliance with all applicable local, State and Federal laws and regulations.

SECTION 49. OBSTRUCTION LIGHTING:

Lessee agrees to install and maintain, including the furnishing of electrical power, obstruction lights on all structures within the Leased Property required under all applicable FAA criteria.

SECTION 50. REMOVAL OF EXCESS DIRT:

Lessee agrees that all dirt within the Premises, which is excess to Lessee's need on the Premises, remains the property of Lessor and shall be hauled at Lessee's expense to a site on airport property as designated by the Airport Director.

SECTION 51. LATE PAYMENT CHARGE:

Lessee agrees to pay a penalty charge to Lessor in an amount equal to five percent (5%) of each monthly payment not received by Lessor within ten (10) days of date of which payment is due.

SECTION 52. VENUE:

This Lease Agreement has been executed and is to be wholly performed in DeKalb County, Georgia, and for the purposes of venue, all suits or causes of action arising out of this Lease Agreement shall be brought in the courts of DeKalb County, Georgia.

SECTION 53. AMENDMENT OF LEASE AGREEMENT:

All duties, obligations, and liability of Lessor and Lessee may only be amended in writing. No amendment or modification of this agreement shall be enforceable unless in writing and approved by action of the Board of Commissioners of DeKalb County."

SECTION 54. POSSESSION OF LEASED PROPERTY:

Possession and title to all Leased Property including all capital improvements and facilities shall be vested in Lessor and is deemed to begin on the start date of this Lease, _____, 20____. From this date forward throughout the term of the agreement, the Lease Agreement is considered to be a "triple-net" lease whereas the Lessee is responsible for the all maintenance, routine and/or emergency, of all facilities and capital improvements, maintenance of insurance, regular and unscheduled / unforeseen / emergency maintenance on any part of the facility, capital

improvements, ramps, parking areas, access control gates, etc.

SECTION 55. ENVIRONMENTAL LAWS:

Environmental laws means all laws relating to environmental matters, including without limitation, those relating to fines, orders, injunctions, penalties damages, contribution, cost recovery compensation, losses, or injuries resulting from the release or threatened release of Hazardous Materials and to the generation, use, storage, transportation, or disposal of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Clean Air Act (41 U.S.C. § 7401 et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.) , the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right-to-Know Act (42U.S.C. § 11001 et seq.), the Georgia Underground Storage Tank Act (O.C.G.A. § 12-13-1 et seq.), Georgia Water Quality Control Act, (Georgia Laws 1964, p.416, as amended), each as heretofore and hereafter amended or supplemented, and any analogous future or present local, state, or Federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability standards of conduct concerning any Hazardous Material by the Federal government, any government, any state or any political subdivision thereof, exercising executive, legislative judicial, regulatory or administrative functions.

SECTION 56. STORM WATER COMPLIANCE:

(A) Acknowledgements.

(1) Notwithstanding any other provisions or terms of this Lease Agreement, Lessee acknowledges that the Airport is subject to Federal Storm Water regulations 40 C.F.R. Part 122, for vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and in the Georgia Water Quality Control Act, Georgia Laws 1964, page 416, as amended. Lessee further acknowledges that it is familiar with these Storm Water regulations; that it may conduct or operate “vehicle maintenance” (including

vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the Federal and state Storm Water regulations if the Lessee submits a Notice of Intent (NOI) to EPD and participates in Storm Water Pollution Plan (SWPPP) coordination with DeKalb Peachtree Airport; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

(2) Notwithstanding any other provisions or terms of this Lease Agreement, Lessee acknowledges that it will obtain coverage under the NPDES General Permit GAR050000 by filing a NOI with EPD before conducting industrial activities at DeKalb Peachtree Airport as required by the applicable regulations for the Airport, including the Property occupied or operated by the Lessee. Lessee acknowledges that the Storm Water discharge permit issued to the Airport may name the Lessee as a co-permittee. If no industrial activities are being performed by the Lessee, then applying for NOI coverage and implementing Stormwater BMPs may not be necessary. However, if at any time industrial activities are performed on the property, coverage shall be obtained at that time. If Airport downstream sampling shows issues with pollutants in Stormwater from Lessee, Lessor shall inspect site and Lessee shall implement necessary BMPs to comply with the Permit and other applicable local, state and federal regulations.

(3) Notwithstanding any other provisions or terms of this Lease Agreement, including the Lessee's right to quiet enjoyment, Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any Storm Water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it will minimize the pollution potential of storm water by implementing and maintaining the "Best Management Practices" listed in the DeKalb Peachtree Airport Storm Water Pollution Prevention Plan.

(4) Lessee acknowledges that the Airport's Storm Water discharge permit is incorporated by reference into this Lease and made a part hereof.

(5) Lessee acknowledges that DeKalb County and the Airport will pass all storm water fees as related to the Leased Property to the Lessee.

(B) Permit Compliance.

(1) When industrial activities are being performed by the Lessee, the Lessor will provide Lessee with written notice of those Storm Water discharge permit requirements, that are in the Airport's Storm Water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-Storm Water discharges; submission of a NOI to EPD, coordination with Lessor in ensuring SWPPP adequately (to the extent mandated by Federal and state law) and perpetually encompasses all industrial activities conducted by the Lessee at DeKalb Peachtree Airport; implementation of Storm Water pollution prevention or similar plans; implementation of Best Management Practices and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within fifteen (15) days of receipt of such written notice, shall notify Lessor in writing if it disputes any of the Storm Water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed assent to undertake such requirements. If Lessee provides Lessor with timely written notice that it disputes such Storm Water discharge permit requirements, Lessor and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from the Lessor for purposes of delay or avoiding compliance.

(2) Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Lessor and Lessee, those Storm Water discharge permit requirements for which it has received written notice from the Lessor. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Lessor and Lessee.

(3) Lessor agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable Storm Water regulations.

(4) Lessee agrees that the terms and conditions of the Airport's Storm Water discharge permit may change from time to time and hereby appoints Lessor as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.

(5) Lessor will give Lessee written notice of any breach by Lessee of the Airport's Storm Water discharge permit or the provisions of this section. If such breach is material, and, if of a continuing nature, Lessor may seek to terminate the lease pursuant to the terms of this Lease Agreement. Lessee agrees to cure promptly any breach.

(6) Lessee agrees to participate on the Airport's Pollution Prevention

Team established to coordinate Storm Water activities at the Airport.

(C) Indemnification.

(1) Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless Lessor for any and all claims, demands, costs (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, the applicable Storm Water regulations, and Storm Water discharge permit, unless the result of Lessor's sole negligence. This indemnification shall survive any terminations or non-renewal of this Lease.

(D) Definitions.

(1) **Storm Water** means: storm water runoff, snow melt runoff, and surface runoff and drainage.

(2) **Storm Water discharge associated with industrial activity** means the discharge from any conveyance which is used for collecting and conveying stormwater and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program. For the categories of industries identified in Appendix D of the 2017 Industrial General Permit, the term includes, but is not limited to, stormwater discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to stormwater. For the purposes of this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with stormwater drained

from the above described areas. Industrial facilities (including industrial facilities that are Federally, State or municipally owned or operated that meet the description of the facilities listed in Appendix D of 2017 Industrial General Permit) include those facilities designated under 40 CFR 122.26(b)(14)(i)-(ix) and (xi). See Appendix D of 2017 Industrial General Permit for categories of facilities considered to be engaging in “industrial activity” for purposes of this permit.

(3) **Significant Materials** means: raw materials; fuels; materials such as solvents, detergents and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have a potential to be released with Storm Water discharges.

(4) **Best Management Practices (BMP)** means: schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State of Georgia. BMPs also include treatment requirements, operating procedures, and practices to control facility site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

SECTION 57. NO CLAIMS ON AIRCRAFT:

Notwithstanding Section 12, Liability; Section 23, Lessee’s Encumbrances; Section 29. Sale, Assignment, Transfer and Subletting; and Section 55, Environmental Laws, hereof, and any other provisions of this Lease Agreement granting to Lessor rights to take, proceed against, or file liens on Lessee, Lessor shall not have any rights in, or any rights to take, proceed against or file liens upon any aircraft, personal property, or vehicles of Lessee located at any time on the Leased Property.

SECTION 58. EXCLUSIVE USE AREA:

A. Designation. The entire Leased Property as identified and defined is further designated as an “Exclusive Use Area” for use by the Lessee. As such, this designation provides that, in the event the Airport is assessed a fine or penalty by the FAA for breach of security regulations or a movement area incursion as a result of the acts or omissions of the Lessee or any of its assigns, officers, agents, representatives, contractors, or invitees, the Lessee shall be required to reimburse the County promptly the full amount of any such fine or penalty paid by the County.

In any proceeding by the FAA to investigate and assess such a fine or penalty involving the acts or omissions of the Lessee , the County shall provide the Lessee with reasonable notice of such proceedings and an opportunity to participate in any written submissions or hearings in connection with such proceedings.

B. Access to Non-Movement Area Only. Under this Lease Agreement, vehicular access is granted onto the Leased Property only, and to no other areas on the Airport. Vehicular access to any movement area, i.e., runway or taxiway, whether active or inactive, through the Leased Property area is not granted by virtue of this Lease Agreement, regardless of the circumstances, except for those towing (tug) operations for which the Lessee's employee(s) are completely and fully trained and are properly equipped with a communication radio and other equipment for coordinating access to and movement on any airport movement area (taxiway and/or runway, whether closed or open) with the PDK FAA Airport Traffic Control Tower (ATCT). Lessee accepts full and total responsibility for all such actions, and any fines or actions taken against the Lessee and/or Lessee's employee(s) under any and all circumstances.

C. Gate Combination and/or Access Code. The Lessee is totally responsible for the dissemination of the gate combination and/or access code and/or access card to any and all others. Any person given permanent access to the Leased Property by the Lessee shall read and be required to sign acknowledgement of having read and understood the current edition of the DeKalb Peachtree Airport (PDK) On Airport Driver's Safety and Training Guide for the DeKalb Peachtree Airport to qualify for "unescorted access" to the Leased Property. A copy of the signature page acknowledgement will be kept in the Lessee's Lease Agreement file. Any person granted temporary access to the Leased Property area shall be "escorted" at all times by the Lessee or by such person that has previously acknowledged having read and understood the above Airport training publication, and has been granted unescorted access. The access code and/or gate and/or access card combination will only be given to Airport Staff. Additionally, the access code and/or gate and/or access card combination will be provided such media and/or information to Airport Staff so that such information and/or material can be relayed to the DeKalb County Fire & Rescue Service for emergency access only.

SECTION 59. SEVERABILITY:

In the event any provision of this Lease Agreement is held to be unenforceable for any

reason, the remainder of the Lease Agreement shall be in full force and effect and enforceable in accordance with its terms.

[SIGNATURES APPEAR ON NEXT PAGE.]

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) counterparts, each to be considered as an original by their authorized representatives this _____ day of _____, 201_.

NAME OF CONTRACTOR

DEKALB COUNTY, GEORGIA

By: _____
Signature (SEAL)

_____ **by Dir. (SEAL)**
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Title

Federal Tax Identification Number

Date Signed by Lessee

ATTEST:

ATTEST:

(Seal)

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer and
Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

County Attorney Signature

Department Director

County Attorney Name (Typed or Printed)

APPENDIX I

SAMPLE

APPENDIX II

SAMPLE

ATTACHMENT B
Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT C
Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

**ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”),
an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized
and directed _____, in his official capacity as _____ of the
corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the
State of Georgia:

_____;

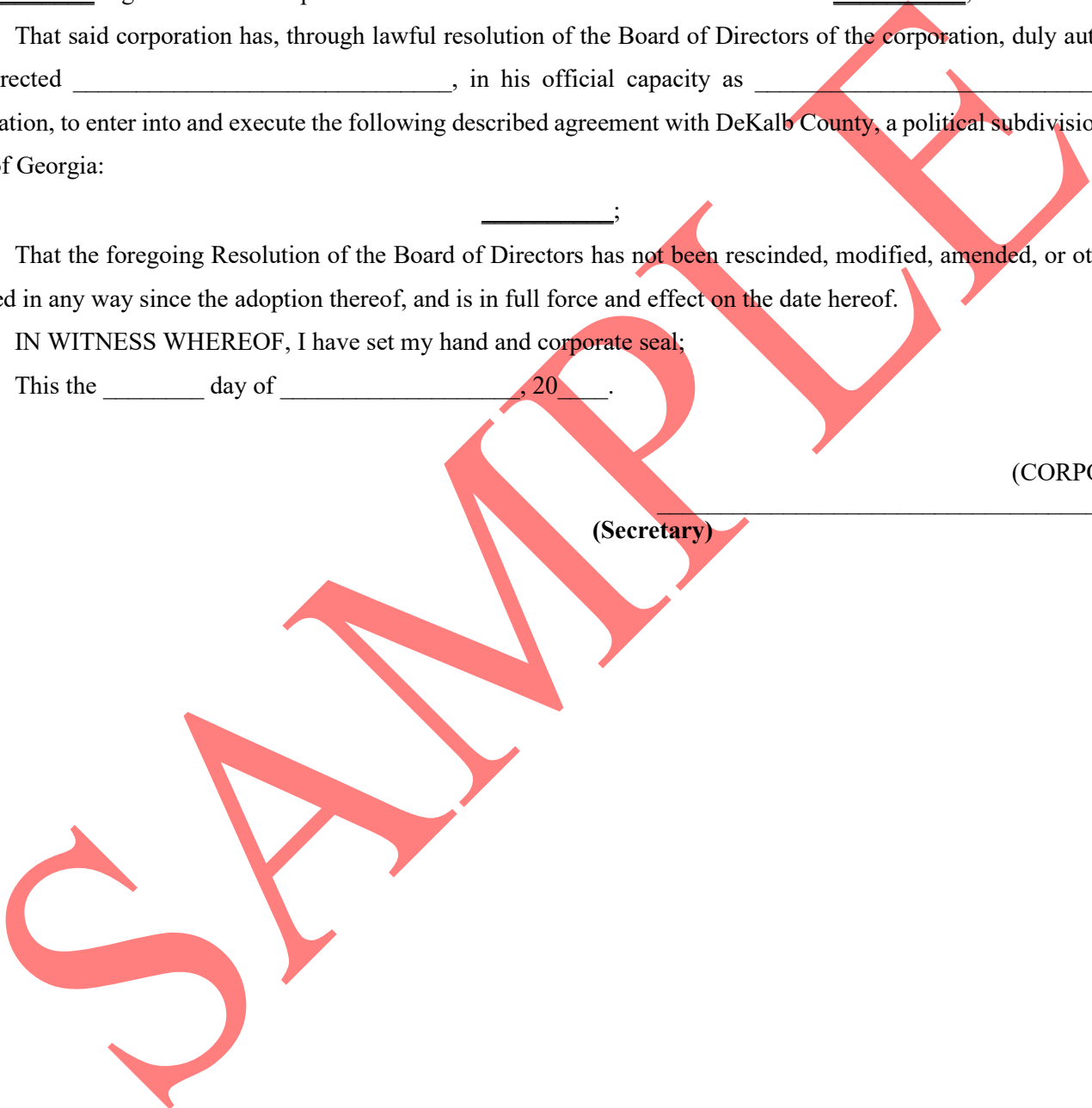
That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise
changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20_____.

(CORPORATE
SEAL)

(Secretary)



ATTACHMENT I

EXCEPTIONS TO THE COUNTY CONTRACT (IF ANY)

ATTACHMENT J

LEASE SURVEY OF TRACT W-3

Click the following link: [LEASE SURVEY OF TRACT W-3](#)

Manual Link: <https://sftp.dekalbcountyga.gov/f/e73505689bfcd120>

ATTACHMENT K

**DEKALB PEACHTREE AIRPORT LEASE TRACT “W-3”
TRACT DESCRIPTION**

Click the following link: [DEKALB PEACHTREE AIRPORT LEASE TRACT “W-3” TRACT DESCRIPTION](#)

Manual Link: <https://sftp.dekalbcountyga.gov/f/e73505689bfcd120>

ATTACHMENT L

**REPORT OF SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION**

Click the following link: [GEOTECHNICAL ENGINEERING EVALUATION](#)

Manual Link: <https://sftp.dekalbcountyga.gov/f/e73505689bfcd120>

ATTACHMENT M

**STORMWATER AND EROSION CONTROL REPORT
FOR
DEKALB PEACHTREE AIRPORT (PDK)
WESTSIDE DEVELOPMENT PROGRAM**

Click the following link: [STORMWATER AND EROSION CONTROL REPORT FOR PDK
WESTSIDE DEVELOPMENT PROGRAM](#)

Manual Link: <https://sftp.dekalbcountyga.gov/f/e73505689bfd120>