



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

**AIR TRAFFIC CONTROL SERVICES-NIGHT
COVERAGE FOR FULTON COUNTY EXECUTIVE
AIRPORT – BROWN FIELD**

FAA CONTRACT #693KA7-25-C-00003

For

DEPARTMENT OF PUBLIC WORKS

**AGREEMENT FOR
AIR TRAFFIC CONTROL SERVICES
AT FULTON COUNTY AIRPORT - BROWN FIELD ATLANTA, GEORGIA
BETWEEN FULTON COUNTY AND
CI² AVIATION INCORPORATED**

This Agreement, is hereby made and entered into effective this 1st day of February, 2025 by and between **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "County"), on behalf of the Fulton County Executive Airport – Brown Field (designated as "FTY"), having offices located at 3952 Aviation Circle, Room 200, Terminal Building, Atlanta, Georgia 30336, and **CI² AVIATION INCORPORATED** ("CI²"), having offices located at 400 Perimeter Center Terrace, Suite 110, Atlanta, Georgia 30346, hereinafter referred to as "CI²".

WITNESSETH:

WHEREAS, CI² has entered into an agreement with the Federal Aviation Administration ("FAA"), Contract No. **693KA7-25-C-00003**, regarding the operation of the Fulton County Airport Traffic Control Tower "**FULTON COUNTY ATCT**" and the overnight operation of the ATCT program; and,

WHEREAS, County, on behalf of FTY desires to continue to have air traffic control services provided for FTY on a daily twenty-four (24) hour basis and, therefore, believes CI² shall provide these services by expanding the hours of operation of **FULTON COUNTY ATCT** from 2200 - 0600 hours, Monday-Friday, and from 2200 - 0700 hours, Sunday-Saturday, such hours of operation to be covered under the terms of this Agreement; and

WHEREAS, County and CI² agree to enter into this Agreement to allow CI² to perform the aforementioned services for the County on behalf of FTY; and

WHEREAS, this Agreement was approved by the Fulton County Board of Commissioners on January 29, 2025, BOC Item# 25-0078.

NOW, THEREFORE, both parties, in consideration of the covenants and agreements of the respective parties herein contained, hereby agree as follows:

1. **TERM.** The term of this Agreement shall be for a fourteen-month base period, including a two-month phase-in period and twelve months of full performance commencing on February 1, 2025 and continuing through March 31, 2026. Provided that the FAA exercises the extension options, this Agreement may be extended and may, therefore be annually extended six times (from January 1 through December 31), but shall not extend beyond March 31, 2032, if renewed annually; however, extension of this Agreement will be subject to satisfactory performance by CI² and Board of Commissioners' approval of these operations and associated funding on an annual basis.

2. **STATEMENT OF WORK.** The Statement of Work for this Agreement is attached hereto as Exhibit A and fully incorporated herein. If any portion of this Agreement conflicts with the Statement of Work, the Statement of Work shall govern.

3. **INVOICES.** FULTON COUNTY shall pay CI² \$23,207 per month for air traffic

control services (FY2025 rate), for a total annual amount of \$278,484.00. CI² shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

The County shall make payments to CI² within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1, *et seq.*, pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Invoices shall be submitted as follows:

Via Mail:

CI² Aviation Incorporated
400 Perimeter Center Terrace, Suite 110
Atlanta, Georgia 30346
Attn:

4. Invoices to FULTON COUNTY shall be delivered by Mail to:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department -- Accounts Payable

OR

By Email to:
Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)

- c. Purchase Order Reference Number
- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

CI²'s cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the CI² when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, CI² will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to CI² will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

5. Insurance Provisions Air Traffic Control Services - Fulton County Airport

Fulton County shall be responsible for paying annual insurance for FCTC in the amount of \$45,100.00 per year, for a total coverage amount of \$20,000,000.00, to be paid at the beginning of each year this Agreement is in effect.

It is the County's practice to obtain Certificates of Insurance from our contractors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by the County. Either of the following forms of evidence is acceptable:

- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Scope of Services must appear on the Certificate of Insurance).

- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

CI² shall maintain at their sole expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to the County prior to the start of any activities/services as described in the Agreement for Air Traffic Control Services. Any and all Insurance Coverage(s) required under the terms and conditions of the Agreement shall be maintained during the entire length of the Agreement, including any extensions or renewals thereto.

Accordingly CI² shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE - STATUTORY (Noncompliance with the Georgia Workers Compensation Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	PPOLICY LIMIT	\$1,000,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage **Each Occurrence** **\$1,000,000**
(Including operation of non-owned, owned, and hired automobiles).

3. GENERAL LIABILITY

(To include Aviation Liability coverage) Each Occurrence \$20,000,000
Aggregate \$20,000,000

Certificates of Insurance

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least thirty (30) days written notice to the County. Certificates of Insurance are to list the County as an Additional Insured (except for Workers' Compensation).

This insurance shall apply as Primary Insurance before any other insurance or self- insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of the County.

Additional Insured under the General Liability and Auto Liability (with exception of Workers Compensation and Air Traffic Control Liability), with no Cross Suits exclusion.

If the County shall so request, CI² will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County, Georgia (Government)
Purchasing and Contract Compliance Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve CI² from any liability incurred as a result of their activities/operations in conjunction with the Agreement.

6. **TERMINATION.** Notwithstanding any other provision hereof, this Agreement may be terminated by either CI² or the County in the event of any of following:

- A) The **FAA** terminates its contract with CI² for the operation of the **FULTON COUNTY ATCT**, will upon thirty (30) day notice from FAA or County to CI², concurrently terminate this Agreement.
- B) The **FAA** assumes responsibility for expanded service during the hours referenced above and covered under this Agreement, this Agreement may be terminated by the County concurrently upon the FAA's assumption of responsibility for these hours of coverage and upon thirty (30) days written notice to CI² by the County.

7. For either party's convenience, upon thirty (30) days notice to the other party, where either party determines that it no longer desires to have or provide expanded air traffic control services and/or where funding is not available.

8. **OPERATIONS.** CI² shall assure that the **ATCT** at the Airport is open as a VFR Airport Traffic Control Tower in compliance with Federal Aviation Regulations Part 65, FAA Order 7210.3 entitled "Facility Operations and Administration", FAA Order 7110.65 entitled "Air Traffic Control" and all amendments thereto and other applicable rules and regulations, to provide safe, orderly and expeditious movement of air traffic in the vicinity of and on the movement area of the Fulton County Airport.

9. **INDEMNIFICATION.** CI² hereby covenants and agrees to defend, indemnify and hold harmless the County, its Commissioners, officers, employees, and agents, from and against any and all losses including death), claims, damages, liabilities, deficiencies, demands, judgment, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by CI², its directors, officers, employees, contractors and subcontractors, successor, assigns or agent,

of CI² or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this Agreement, whether arising in tort, contract, strict liability or otherwise, including without limitation, personal injury, wrongful death or property damages arising in any way from the actions or omissions of CI², its directors, officers, employees, agents, successors and assigns in connection with its acceptance, or the performance, or nonperformance of its obligations under this Agreement. CI²'s obligation to protect, defend, indemnify and hold harmless, as set forth herein above, shall also include, but shall not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CI² further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of CI². These indemnities shall not be limited by reason of the listing of any insurance coverage.

These indemnity provisions are for the protection of the County's indemnities only and shall not establish, of themselves, any liability to third parties. The provisions of this article shall survive termination of this Agreement.

10. PROVISIONS OF GENERAL APPLICATION -- Applicable Law. CI² shall comply with all applicable Federal, State and Fulton County rules, regulations, laws and require its officers, agents, employees, and subcontractors to observe and obey the same.

11. ASSIGNMENT AND SUBCONTRACTING. Unless with the prior written consent of the County, which consent shall not be unreasonably withheld, CI² shall not have the right to assign or subcontract any of CI²'s rights or obligations under this Agreement unless it is to an affiliated company approved by the FAA.

12. NOTICES. All notices, consents, demands, approvals and requests (hereinafter "Notices") which are required or permitted to be given by either party to the other pursuant to any provision of this Agreement shall be in writing. All such notices shall be sent by United States Certified or registered mail, return receipt requested, postage prepaid or by overnight courier and shall be addressed to the recipient's notice address as follows (or to such other address as either party may designate from the time to time by written notice to other):

FULTON COUNTY:

Fulton County Executive Airport - Brown Field
Attn: Denver Garrett, Asst. Airport Manager
3977 Aviation Circle
Atlanta, GA 30336

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303

Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov

CI²:

CI² Aviation Incorporated
Attn: Andrella Kenner
Founder & Chief Executive Officer
400 Perimeter Center Terrace, Suite 110
Atlanta, Georgia 30346

Notices hereunder shall be deemed effective upon the day of delivery when delivered by overnight courier or registered or certified mail.

12. **NO RELATIONSHIP.** Nothing contained herein shall be deemed to create any relationship other than that of an independent contractor between the County and CI². Under no circumstances shall CI², its directors, officers, employees, agents, successors, contractors and subcontractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the County. At all times during its performance hereunder, CI² shall be considered as an independent contractor and shall not become or be deemed to be an agent, servant, or employee of the County. CI² acknowledges that any and all individuals supplied hereunder to provide the services required to CI² shall be employees, contractors or subcontractors or agents of CI². As between CI² and the County, CI² will be responsible for all FICA, Federal, and State withholding taxes and worker's compensation coverage, and for any and all employment benefits due employees, contractors and subcontractors or agents of CI².

13. **AMENDMENTS.** If during the course of performing the Agreement, County and CI² agree that it is necessary to make changes to the Agreement as described herein and referenced exhibits, such changes will be incorporated by written amendments to this Agreement. Any amendment shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes.

14. **PERSONNEL.** CI² shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent CI² on all manners pertaining to this Agreement.

15. CI² represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement, **including contractors and subcontractors**, none of whom shall be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by CI² under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

16. Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or contractor and subcontractors performing services by CI².

17. **SUSPENSION NOTICE:** The County may by written notice to CI², suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, CI² must, unless the notice requires otherwise:

- a. Immediately discontinue suspended services on the date and to the extent

specified in the notice; and

b. Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and

c. Take any other reasonable steps to minimize costs associated with the suspension

Notice to Resume: Upon receipt of notice to resume suspended services, CI² **will** immediately resume performance under this Agreement as required in the notice.

18. **DISPUTES.** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Airport Manager, Assistant Airport Manager, or his or her designee. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CI². The CI² shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing a copy of the written appeal to the County Manager or designee. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, CI² shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, CI² shall proceed diligently with performance of the Agreement and in accordance with the decision of the Airport Manager, Assistant Airport Manager, or his or her designee.

19. **CONFLICT OF INTEREST:** CI² agrees that it presently has no interest and shall acquire no Interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. CI² further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

20. **INTEREST OF PUBLIC OFFICIALS.** No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. **OPEN RECORDS.** The Georgia Open Records Act, O.C.G.A. Section 50-18-70 *et seq.*, applies to this Agreement. CI² acknowledges that any documents or computerized data provided to the County by CI² may be subject to release to the public. CI² also acknowledges that documents and computerized data created or held by CI² in relation to the Agreement may be subject to release to the public, to include documents turned over to Fulton County. CI² shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. CI² shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by CI². CI² shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

22. **PROMPT PAYMENT.** Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. CI² hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work unde

this Agreement.

23. **INSPECTION.** At any time during normal business hours and as often as County may deem necessary, CI² shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement. It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. CI²'s records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by CI². To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without CI²'s prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of CI². CI² shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. CI² agrees that the provisions of this Article shall be included in any Agreements it may make with any contractor, subcontractor, assignee or transferee.

24. **NO VERBAL AMENDMENTS.** No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained. All changes to this Agreement shall be in writing, approved by the County, and entered on the Minutes of the Board of Commissioners.

25. **TAXES.** CI² shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by CI² which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. CI² shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. CI² shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to CI² for payment of any tax from which it is exempt.

26. **GOVERNING LAW.** This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligation of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements oral or otherwise that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the County's and CI²'s duly authorized representatives, and entered upon the minutes of the Fulton County Board of Commissioners.

28. **NO DISCRIMINATION.** CI² shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or national origin. Further, CI² shall in solicitation or advertisement for employees, placed by or on behalf of CI², state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation or national origin.

29. **WAIVER.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be, a waiver of any subsequent breach of violation of the same or other provision thereof.

30. **FORCE MAJEURE.** Neither the County nor CI² shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve CI² from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

31. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

32. **AUDITS.** CI² shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by CI² hereunder or which in any manner affect this Agreement and agrees to fully reimburse the County for any loss of funds or resources resulting from noncompliance by CI² as revealed in any subsequent audits.

33. **CONFLICTS OF INTEREST.** CI² represents and warrants that it presently has no interest, direct or indirect and covenants and agrees that it will not, during the terms of this Agreement, acquire any interest, direct or indirect, that would conflict in any manner, or degree with the performance of its duties and obligations hereunder. CI² further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Official Code of Georgia (O.C.G.A. Sec. 45-10-20, *et. seq.*) and the provisions of the Fulton County Code of Ethics (Fulton County Code of Ordinances § 2-66, *et. seq.*) governing conflicts of interest of persons doing business with the County, as such provisions now exist or may be amended hereafter. CI² represents and warrants that such provisions are not and will not be violated by this Agreement or CI²'s performance hereunder.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

Robert L. Pitts, Chairman,
Fulton County Board of Commissioners

CONTRACTOR:

CI² AVIATION INCORPORATED

Andreella Kenner
Andreella Kenner,
Founder, CEO

ATTEST:

Signed by:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix Corporate Seal)



ATTEST:

Debra Anthony

Secretary/
Assistant Secretary

(Affix Corporate Seal)



APPROVED AS TO FORM:

Signed by:

Denzel Stewart

Denzel Stewart
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

David Clark

David Clark, Director
Public Works

ITEM#: _____ RM: _____	ITEM#: 25-0078 2 ND RM: 01/29/2025
REGULAR MEETING	SECOND REGULAR MEETING

EXHIBIT A
STATEMENT OF WORK

693KA7-25-C-00003

SECTION B

SUPPLIES OR SERVICES/PRICE

B.1. General

This section defines the prices for services to be provided under the Federal Aviation Administration Contract Tower (FCT) contract as described within Section C, Statement of Work (SOW). The Contractor must provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to support the delivery of the required services.

All terms and conditions contained in this document are applicable to all orders issued unless explicitly stated otherwise.

B.2. Type and Term of Contract

This acquisition is for a firm fixed priced (FFP) type contract. The term of this contract is for a fourteen-month base period, including a two-month phase-in period and twelve months of full performance, and six one-year option periods.

End of Section B

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SECTION C

STATEMENT OF WORK

PART 1 - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The following contract line items numbers apply to all work perform under this contract unless otherwise specified. This is a firm fixed (FFP) contract with a Base Year and six one (1) Year Options period of performance. The total price listed below is for Fulton County After Hours of Operations total price for the Base Year.

Hours of Fulton County Airport Operations – Additional Hours

Fulton County Tower Airport	M-F 2200-0600 (6:00 AM to 1:00 P.M.)
Fulton County Tower Airport	Sa-Su 2200-0700 (10:00 P.M. to 7:00 A.M)

8 Hours per day Monday-Friday, and 9 Hours per day Saturday -Sunday

*Fulton County Airport -Charlie Brown Field is manned by air traffic controllers 24 hours a day to serve the general aviation aircraft. The Federal Aviation Administration (FAA) provides funding hours 0600-2200 Mon-Fri and 0700-2200 Sat-Sun. of daytime air traffic control services through which will provided by CI² Aviation contract No. 693KA7-25-C-00003 as of February 1, 2025. Therefore, Fulton County is responsible for the additional cost for the remaining 58 hours a week or 8.28 hours of night coverage service.

Fulton County also is responsible for paying annual insurance. The cost of annual insurance is \$45,100 for 20,000,000.00 (20) million-dollar coverage. Insurance Coverage is an annual cost which will be paid in full at beginning of every year.

CONTRACT LINE-ITEM NUMBERS - BASE YEAR

CLIN	LOCID	FACILITY	NO. OF MONTHS	MONTHLY CLIN PRICE	TOTAL PRICE
252	FTY	Fulton County Tower	12	\$23,207	\$278,484
252	FTY	Fulton County Tower Insurance for After Hours *	N/A	\$45,100	ANNUAL

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SECTION C

STATEMENT OF WORK

C.1. Introduction**C.1.1. Background**

The Federal Aviation Administration's (FAA's) operation of the United States National Airspace System (NAS) includes over 800 airports. The Air Traffic Control (ATC) services at these airports are provided by FAA employees in some cases and contractor employees in other cases. The FAA Contract Tower (FCT) program is the means through which the FAA obtains ATC services for "contract towers". FCTs are typically located at lower activity airports that operate under Visual Flight Rule (VFR) procedures. The objective of the FCT program is to utilize contractor employees to provide the required ATC services at FCTs in an efficient and cost-effective manner.

C.1.2. Scope of Services

The FCT contract encompasses the scope of ATC services and associated support services required for the day-to-day operation of FCTs as defined in this Statement of Work (SOW).

C.2. Applicable Documents

In providing the FCT services required by this contract, the Contractor must comply with the applicable orders, policies, and regulations, including those listed in paragraphs C.2.1 and C.2.2 or any update, successor, or replacement orders. The applicable documents consist of Government documents as well as non-Government documents. The Contractor is responsible for reviewing all applicable documents, understanding their impact on the delivery of the required services, and complying with the applicable requirements. The most current version of each document at the time of contract award will be the applicable version at the beginning of contract performance. When and if updates are made to applicable documents during the contract period of performance, the Contractor will be allowed to assess the update for any effect on contract performance before it is incorporated into the contract.

C.2.1. FAA Orders, Policies, and Documents

The Contractor must adhere to the applicable FAA Orders, policies, and documents listed in Table C-1. In the performance of the FCT contract, the FAA Orders represent an expansion of the Federal Aviation Regulations listed in Paragraph C.2.2.

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SECTION C

STATEMENT OF WORK

Table C-1: Applicable FAA Orders, Policies and Documents

Document Type	Document Number	Title
FAA Order	JO 1000.37C	Air Traffic Organization Safety Management System
FAA Order	1100.161A	Air Traffic Safety Oversight
FAA Order	1350.14B	Records Management
FAA Order	1600.69D	FAA Facility Security Management Program (FSMP)
FAA Order	1900.1G	FAA Emergency Operations Plan
FAA Order	JO 1900.47F	Air Traffic Services Contingency Plan
FAA Order	JO 2900.2	Air Traffic Organization Audits and Assessments
FAA Order	JO 3120.4R	Air Traffic Technical Training
FAA Order	7050.1B	Runway Safety Program with Change 1 and 2
FAA Order	JO 7110.65AA	Air Traffic Control
FAA Order	JO 7110.67L	Air Traffic Management Security Procedures and Requirements for Special Operations
FAA Order	JO 7200.20B	Voluntary Safety Reporting Programs

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Document Type	Document Number	Title
FAA Order	JO 7210.3DD	Facility Operation and Administration
FAA Order	JO 7210.55G	Operational Data Reporting Requirements
FAA Order	JO 7210.632A	Air Traffic Organization Occurrence Reporting including Change 1 and 2
FAA Order	JO 7210.633A	Air Traffic Organization (ATO) Quality Assurance (QA) including Change 1
FAA Order	JO 7210.634A	Air Traffic Organization (ATO) Quality Control
FAA Order	JO 7210.78	FAA Contract Tower (FCT) New Start and Replacement Tower Process
FAA Order	JO 7230.8	Limited Aviation Weather Reporting Stations (LAWRS)
FAA Order	JO 7232.5G	Changing Operating Hours for Terminal Facilities
FAA Order	JO 7340.2M	Contractions
FAA Order	JO 7350.9FF	Location Identifiers
FAA Order	JO 7400.2P	Procedures for Handling Airspace Matters
FAA Order	JO 7610.14	Non-Sensitive Procedures and Requirements for Special Operations

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Document Type	Document Number	Title
FAA Order	JO 7610.4X	Sensitive Procedures and Requirements for Special Operations
FAA Order	JO 7900.5E	Surface Weather Observing w/ Change 1
FAA Order	7930.2T	Notices to Air Missions
FAA Order	8000.90C	Air Traffic Safety Oversight Credentialing and Control Tower Operator Certification Programs
FAA Order	8000.95C	Designee Management Policy
FAA Order	8020.16D	Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting
FAA Manual	N/A	Aeronautical Information Manual (AIM) https://www.faa.gov/air_traffic/publications/atpubs/aim_html/

C.2.2. Government Regulations

The Contractor must adhere to the applicable Government regulations listed in Table C-2.

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Table C-2: Applicable Government Regulations

Reference	Title
Federal Aviation Regulations Part 1	Definitions and Abbreviations
Federal Aviation Regulations Part 65	Certification: Airmen Other Than Flight Crewmembers
Federal Aviation Regulations Part 67	Medical Standards and Certification
Federal Aviation Regulations Part 91	General Operating and Flight Rules
Federal Aviation Regulations Part 93	Special Air Traffic Rules
14 CFR Part 121 Appendix I	Drug Testing Program
14 CFR Part 121 Appendix J	Alcohol Misuse Prevention Program
49 CFR 830.2	Definitions
49 CFR Part 40	Procedures for Transportation Workplace Drug and Alcohol Testing Programs

C.2.3. Order of Precedence

- a) If the requirements of this SOW and the referenced applicable documents are in conflict, this SOW has precedence over all documents referenced herein.
- b) When FAA Orders are more prescriptive or restrictive than the corresponding Federal Aviation Regulations, then the FAA Order takes precedence.
- c) If the Contractor identifies a potential conflict between two or more referenced applicable documents or two or more sections of this SOW, the Contractor must advise the FAA Contracting Officer (CO) for resolution.

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- d) If the Contractor believes that any revision to an applicable document is cause for an adjustment to the contract, the Contractor must immediately notify the CO.

C.2.4. Availability of Documents

Copies of FAA orders, policies, and documents may be obtained from the CO as identified in Section G of this contract. Requests must clearly identify the title and/or number of the document.

Time critical documents, such as General Notices (GENOT) and Notices to Air Missions (NOTAMs), will be provided by FAA directly to ATC personnel at each FCT.

C.2.5. Facility Access

The Government will provide the Contractor with access to the facilities where services required under this contract must be performed.

C.2.6. Workspace

At FAA-owned facilities, the Government will provide the FCT Contractor with sufficient workspace for the provision of ATC services, administrative office, and storage of operational supplies, equipment, and records to include any site-specific requirements as outlined in

At Airport Sponsor-owned facilities, the Airport Sponsor is responsible for providing the workspace.

C.2.7. Equipment

The Government will provide all operational equipment required at FAA-owned facilities in accordance with JO 7210.78.

The Government will provide the Contractor with the necessary office furnishings for the administrative space at FAA-owned facilities in accordance with JO 7210.78.

At Airport Sponsor-owned facilities, the Airport Sponsor is responsible for providing and maintaining the tower equipment and furnishings.

C.2.8. FAA District Contact Facility

The Government will provide the Contractor with the identity of the FAA District Contact Facility no later than 30 days after contract award and will keep the Contractor apprised of any changes thereto. The FAA District Contact Facility will provide the Contractor with operational information pertaining to the FCTs within the scope of the Contractor's operational responsibility. The FAA District Contact Facility will notify AJM-3 of observed and or reported events of failure to meet operational expectations at FCT locations within their area of responsibility.

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C.2.9. Operational Forms, Publications, and Charts

The Government will provide the Contractor with Operational Forms, Publications, and Charts required by the orders, policies, and regulations listed in Paragraph C.2.

C.2.10. Testing, Certification, and Training

The associated FAA District facility for each FCT will perform facility rating certifications and Control Tower Operator (CTO) testing and certification when required. The FAA will furnish a Distance Learning Platform (DLP) at all FCT locations and provide updates to the DLP as needed. The FAA will also provide training for new, different, or modified Government Furnished Equipment (GFE).

The Government will provide designated Contractor employees with the following virtual Safety Risk Management (SRM) training:

- SRM Practitioner course (FAA66000025),
- SRM Panel Facilitation course (FAA66000026), and
- SRM Panel Facilitation Refresher course (FAA50338021).

The training referenced in this paragraph will be provided at the Government's expense and all course materials will be provided by the FAA.

C.2.11. Evaluations

The Government will conduct evaluations and safety audits in accordance with FAA JO 2900.2, Air Traffic Organization Audits and Assessments.

C.2.12. Maintenance

The Government will provide routine and corrective maintenance for all Government owned operational equipment and retains the right to modify existing equipment and/or install new or different equipment in accordance with FAA standards.

At FAA-owned facilities, the Service Area Technical Operations District Office will be responsible for all FAA maintenance, repairs, upkeep, and janitorial services to include the appropriate surrounding grounds.

At Airport Sponsor-owned facilities, the Airport Sponsor will be responsible for all maintenance, repairs, upkeep, and janitorial services, to include the surrounding property.

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C.2.13. Aviation Liability Insurance

The Government will provide Aviation Liability Insurance to the FCT Contractors for awarded hours of operation.

Computer Hardware, Software, and Networks

The Government will provide and maintain all computer equipment, networks, and software required by FCT Contractor personnel to provide the required ATC services at FCT facilities.

FCT Contractor personnel must adhere to FAA policies for use of Government-furnished computers and Government-operated computer networks.

C.3. Requirements

The Contractor must furnish the labor, supervision, and administrative office supplies necessary to operate the FCTs as outlined below. The Contractor is responsible for furnishing all items necessary to fulfill the requirements of this contract, except for those items specifically called out as Government-furnished in Paragraph C.3 of this document.

C.3.1. ATC Services

- a) The Contractor must provide ATC services during all required hours of operation at each location and ensure continuity of service at each location within the assigned FCT area(s).
- b) The Contractor must provide ATC services at all FCT locations in accordance with Federal Aviation Regulations (FAR), Part 65, Subpart B and in accordance with the applicable orders, regulations, and documents listed in Paragraph C.2.
- c) Controller personnel employed by the Contractor for the performance of this contract must meet the qualifications stipulated in FAR, Part 65, Subpart B.

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- d) The Contractor must ensure the actions of Contractor personnel are in accordance with FAA Order 7210.3, Facility Operation and Administration.
- e) The Contractor must provide a full-time equivalent (FTE) Air Traffic Manager (ATM) for each FCT location within the assigned FCT area(s).
- f) Each ATM must oversee the day-to-day operations of the facility to ensure the FCT complies with all applicable FAA directives and policies.
- g) The Contractor must assign at least four FTE controllers to each FCT, not including the ATM.
- h) The Contractor must assign at least two fully certified personnel to midnight shifts at each FCT that operates on a 24-hour basis as identified in, FCT Site Specific Information.
- i) The Contractor must ensure that Contractor personnel with decision-making authority are available to respond to matters within their respective areas affecting the operational effectiveness of an FCT under their contractual jurisdiction within five business days.

C.3.1.1. Staffing

- a) The Contractor must prepare and submit a Staffing Plan that provides the number of Full Time Equivalent (FTEs) required to meet the operational hours as specified FCT Site Specific Information for each FCT facility within the scope of this contract.
- b) The Contractor must adhere to the FAA-approved Staffing Plan for each FCT location.
- c) Should the requirement for staffing outside the normal operating hours become recurring, the Contractor must adhere to the requirements of the FAA- approved Staffing Plan.
- d) The Contractor may enter into agreement(s) with an entity not a party to this contract to provide ATC services during hours not required by the FAA approved staffing plan. The FAA will not be liable for any of the staffing cost associated with such work.
- e) In the event of an emergency situation requiring a change to the approved staffing plan, the Contractor must take the necessary actions to ensure the safety of operations is not jeopardized. The Contractor must notify the CO of such occurrences as soon as practical.
- f) The Contractor must advise AJM-3 whenever staffing changes occur, or are forecasted to occur, which may impact the provision of ATC services.
- g) The Contractor must submit requests for any changes to staffing and/or operating hours to AJM-3 for approval by the CO.

C.3.1.2. Preparatory and Closing Activities

- a) The Contractor must perform activities, such as taking weather observations or verifying runway lighting operability, to prepare the FCT for opening and closing on each day of operation.

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Note: These activities are not necessarily performed during the FCT facility's hours of operation.

C.3.1.3. Notification of ATC Service Interruptions, Accidents, and Incidents

- a) The Contractor must report accidents/incidents and collect applicable data in accordance with FAA Order 8020.16D, Air Traffic Organization Aircraft Accident and Aircraft Incident Notification, Investigation, and Reporting.
- b) The Contractor must ensure continuity of service at each location within their assigned contract area and must provide the contractually required hours of operation at each location.
- c) The Contractor must notify the FAA District Contact Facility, CO, and FCT Contracting Officer's Representative (COR) as soon as it is known that ATC services must be terminated, either temporarily or permanently; and
- d) If the operating hours are temporarily or permanently reduced or terminated, the Contractor must provide AJM-3 with all requested information related to the event.

C.3.1.4. Facility Training Program

- a) The Contractor must establish, document, and implement a Facility Training Program for controllers.
 - b) The Contractor must develop and submit an FCT Facility Training Plan to ensure that training of Air Traffic Control Specialists is conducted consistent manner across a geographically dispersed workforce.
 - c) The Contractor must administer the Facility Training Program in a uniform and standardized manner.
 - d) The Contractor must review and update the Facility Training Program at least annually. The training program is subject to FAA evaluations in accordance with JO 7210.634A, Air Traffic Organization (ATO) Quality Control.
 - e) The Contractor's Facility Training Program must comply with the following orders and regulations:
 - 1) FAR, Part 91, General Operating and Flight Rules; and Part 93, Special Air Traffic Rules and Airport Traffic Patterns
 - 2) FAA Order 8000.90C, AOV Credentialing and Control Tower Operator Certification Program; and
 - 3) FAA Order 3120.4, Air Traffic Technical Training including refresher, proficiency, and remedial training.
 - f) The Contractor's Facility Training Program must include all required briefing items of National, Regional, and Service Area concern, and other required FCT items as determined by governing/appropriate Air Traffic organizations.
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- g) The Contractor must maintain a FAA Form 3120-1, Training and Proficiency Record (or a reasonable facsimile), for all operational controllers.
- h) The Contractor must ensure that On-The-Job (OJT) instruction is conducted by facility-rated FCT contract personnel in accordance with FAA Order 3120.4.
- i) The Contractor must comply with FAA Orders JO 3120.4 and FAA JO 7900.5 for aviation weather observation testing and certifications.
- j) The Contractor must conduct re-certification of FCT personnel to perform facility ATC duties in accordance with FAA JO 3120.4, Air Traffic Technical Training.
- k) The Contractor must provide contract personnel with training on GFE following initial FAA training.

C.3.1.5. Quality Control Program

- a) The Contractor must establish and maintain a quality control program in accordance with FAA JO 2900.2, FAA JO 7210.633A, and FAA JO 7210.634A.

Notes:

- Checklists and processes utilized for evaluating FCT facilities are contained in FAA JO 2900.2, Air Traffic Organization Audits and Assessments; FAA JO 7210.633A, Air Traffic Organization Quality Assurance Program; and FAA JO 7210.634A, Air Traffic Organization Quality Control.
 - The Contractor's Quality Control Program is subject to evaluation by the FAA.
- b) The Contractor must develop and submit a Quality Control Program Plan
 - c) The Contractor must provide written responses regarding corrective actions for any problems identified and/or remaining open as a result of an FAA safety audit.

C.3.1.6. Safety Management System Program

- a) The Contractor must implement a Safety Management System (SMS) program in accordance with the following directives:
 - 1) FAA Order JO 1000.37C, Air Traffic Organization Safety Management System; and
 - 2) FAA Order 1100.161A, Air Traffic Safety Oversight.
- b) The Contractor's SRM process must be consistent with the current version of the ATO SMS Manual, AOV Safety Oversight Circulars, and ATO Safety Guidance Documents.
- c) The Contractor must submit an FCT SMS Implementation Plan for the FCTs covered by this contract. The Contractor must execute its SMS program in accordance with the FAA-approved FCT SMS Implementation Plan.

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- d) The Contractor must ensure that changes to systems, procedures, operations, or personnel qualifications, including the addition of new systems, to include taxiways, runways and extensions are evaluated using the SRM process documented in the FAA-approved FCT SMS Implementation Plan.
- e) Per the FAA-defined training schedule, the Contractor must make Contractor employees available for training to facilitate FAA-conducted SRM Panels.
- f) The Contractor must designate controller personnel annually per the FAA-defined training schedule to complete a SRM Practitioner and SRM Facilitation Training course.
- g) The designated Contractor employees must complete the SRM Practitioner course, SRM Panel Facilitation course, and the SRM Panel Facilitation Refresher course (required every 2 years).
- h) Until each FCT has at least one employee trained as a SRM Panel Facilitator, the Contractor may be required to provide a trained SRM Panel Facilitator at the FAA's expense from another FCT or the Contractor's corporate office to facilitate SRM Panels.
- i) Any FCT employee that participates on an SRM Panel must complete the ATO SMS and SRM for Safety Stakeholders web-based course offered in eLearning Management System (eLMS).
- j) The Contractor must ensure that all FCT employees complete the Managing Safety web-based course offered in eLMS within the first six months of hire.
- k) The Contractor must track and maintain a record of training courses completed by each Contractor employee.
- l) The Contractor must submit required SRM documentation through the respective FAA District Manager utilizing the assistance of the appropriate SMS District point of contact.
- m) If the Contractor is preparing an SRM document with or without hazards, the Contractor must brief the Government on the status of the document. Upon Government request, the Contractor may be required to brief the Government at other phases of the SRM process.
- n) The Contractor must follow and adhere to the ATO SMS Manual regarding the SRM process when developing an SRM document with or without hazards.
- o) The Contractor must forward the SRM document with or without hazards to their respective FAA District Manager for "risk acceptance" signature or further processing.
- p) The Contractor must co-sign all SRM documents created by the Contractor with the appropriate FAA District Manager(s).

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- q) The Contractor must retain a copy of the SRM documents with or without hazards in facility files for the life cycle of the change.
- r) Within 30 days after the Government accepts a risk, the Contractor must enter all hazards into the Safety Management Tracking System (SMTS) maintained by the Government to include status updates of all initial high-risk hazards identified in any submitted SRM document with hazards.
- s) Upon Government acceptance of a risk identified in an FCT SRM document with hazards, the Contractor must implement, track, and monitor the change as identified in the Monitoring Plan of the SRM document with hazards.
- t) The Contractor must immediately notify the appropriate FAA District Manager if an initial high-risk hazard affecting the NAS within a facility is identified as part of an SRM Panel.
- u) The Contractor must establish a positive safety culture at their facilities that:
 - 1) Fosters an understanding of hazards and risks inherent in the operations
 - 2) Creates an environment where employees continuously work to identify and report safety issues
 - 3) Provides a workplace where employees are encouraged to report safety issues
 - 4) Encourages the reporting of existing safety issues, and once they are reported, appropriate actions are taken in accordance with the ATO SMS Manual; and
 - 5) Provides a workplace where employees are encouraged to develop and apply their own skills and knowledge to enhance organizational safety.

C.3.1.7. Facility Security Management Program

- a) For each FCT within the scope of this contract, the Contractor must implement a Facility Security Management Program (FSMP) that meets both the required physical security and the administrative facility security protective measures, as required by the current version of FAA Order 1600.69, FAA Facility Security Management Program.
- b) As part of the FAA's FSMP, the Contractor must assign, in writing, a member of its FCT staff to act as the Security Coordinator (SC) for each staffed FCT. The SC must serve as the facility's designated security representative for matters involving facility security. Each SC must act as the security focal point for the facility with the FAA's Servicing Security Element (SSE).
- c) The SC must be physically located at the FCT, and the SC responsibilities assigned to one of the facility staff members. The SC role is an administrative duty that must be performed by FCT staff.

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- d) The Contractor must take the required corrective action to reduce or eliminate physical security and administrative security vulnerabilities that are under their area of responsibility and have been identified as the result of FAA-conducted facility security assessments, inspections, or other security evaluations.
- e) The SC at FAA-owned FCTs will coordinate all findings with the appropriate FAA representative to ensure findings for which the FAA is responsible are corrected. The SC at airport sponsor-owned FCTs must coordinate all findings with the Airport Sponsor to ensure that findings for which the Airport Sponsor is responsible are corrected.
- f) The SC at FAA-owned FCTs, must implement a Facility Security Plan (FSP) for each FCT within the scope of this contract in accordance with the current version of FAA Order 1600.69 for their facility.
- g) The Contractor must update the FSP for a specified FCT when requested by the Government.
- h) The Contractor must ensure that a hardcopy of the FSP is available at each FCT.
- i) The SC must report security incidents to the FAA SSE as soon as possible and within 48 hours of the incident through the Web-based Incident Reporting System (WebIRS). WebIRS can be found at: <https://incidentreporting.faa.gov>.

Notes:

- The FAA SSE will coordinate with the contractor as necessary to ensure that the security for all FCTs and associated personnel meet those requirements.
- The FAA SSE point of contact information for each FAA region/center is provided in Attachment J-5, FAA Regional Security Servicing Elements Office.
- The FAA SSE is the individual the SC coordinates with on all matters involving facility security.
- The FAA will ensure the effectiveness of the contractor's FSMP through the conduct of scheduled and unscheduled facility security assessments, inspections, facility security program evaluations, and incident reporting.
- The FAA SSE will conduct periodic facility security assessment of the FCT, which is an on-site examination of the facility in order to determine if there are any physical and administrative security vulnerabilities or findings.

C.3.1.8. Aviation Safety Action Program (ASAP)

- a) The Contractor must implement an Aviation Safety Action Program (ASAP) that complies with FAA Order JO 7200.20, Voluntary Safety Reporting.

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- b) The Contractor must establish and implement a Voluntary Safety Reporting Program (VSRP) in accordance with FAA Order JO 7200.20, Voluntary Safety Reporting Programs.
- c) The Contractor must sign the FAA Contract Tower Aviation Safety Action Program (FCT ASAP) Memorandum of Understanding (MOU) within 90 days after contract award.
- d) The Contractor must structure its ASAP so that it is in accordance with the applicable FCT ASAP MOUs.
- e) The Contractor must ensure that all employees and managers receive FAA-provided training on the provisions of applicable FCT ASAP MOU.
- f) The Contractor must designate two employees to participate in the annual VSRP Calibration Workshop provided by the FAA's VSRP Office.
- g) New members assigned by the Contractor to the ERC must attend the FAA's ERC new members training course when the first training is made available.

C.3.1.9. Drug Testing Program

- a) The Contractor must establish and maintain a drug free workplace and drug testing program in accordance with policies and directives stated in 14 CFR Part 120.
- b) The Contractor must submit reports on the Drug Testing Program to the FAA Office of Aerospace Medicine (Code AAM) as prescribed in 14 CFR Parts 120.

Note: The FAA reserves the right for the CO to require additional drug testing upon request.

C.3.1.10. Alcohol Misuse Prevention Program

- a) The Contractor must establish and maintain an Alcohol Misuse Prevention Program in accordance with 14 CFR Part 120.
- b) The Contractor must submit reports on the Alcohol Misuse Prevention Program to the FAA Office of Aerospace Medicine (Code AAM) as prescribed in 14 CFR Parts 120.

C.4.6. Contingency Planning and Operations

- a) The Contractor must ensure that each FCT facility in their jurisdiction is in compliance with FAA JO 1900.47F, Air Traffic Control Operational Contingency Plans.

C.4.7. Should the Government determine that it is necessary for an FCT to remain open beyond normal operating hours to support airport emergency operations due to natural or man-made disasters (i.e., hurricanes, earthquakes, fire, bomb threats, or other natural or man-made events), the Contractor must take immediate action to extend hours to accommodate the situation. Maintenance of Records and Operational Data

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- a) The Contractor must comply with the provisions of FAA Order 1350.14B, Records Management, concerning documentation of operational data and maintenance of records.
- b) The Contractor must provide the FAA access to FCT operational data upon request.

C.4.8. Facility Charts and Diagrams

- a) The Contractor must keep facility charts and diagrams current and legible for each FCT facility within the assigned area.

C.4.9. Reporting

- a) The Contractor must provide information in response to requests from FAA, such as data for aeronautical studies, operational statistics, internal facility directives, Letters of Agreement (LOAs), and other similar requests.
- b) Upon the Government's request, the Contractor must provide a current copy of any local FCT facility directive and regulations regarding the provision of ATC services, any documents to which the FCT Contractor is a signatory, and any other documents used to perform FCT air traffic services.

End of Section C

EXHIBIT B
CERTIFICATE OF INSURANCE

XACORD: CERTIFICATE OF LIABILITY INSURANCE **DATE: 02/28/2025**

PRODUCER: RELIABLE INSURANCE AGENCY 221 Scenic Highway, Ste.\$200 Lawrenceville, GA 30046 678-213-1047	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.														
5 INSURED: CI² Aviation, Inc 400 Perimeter Center Terrace, Suite 110 Atlanta, GA 30346	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAICS</th> </tr> <tr> <td>INSURER A ACE Property and Casualty</td> <td>20699</td> </tr> <tr> <td>INSURER B Progressive Mountain Insurance</td> <td>35190</td> </tr> <tr> <td>INSURER C Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D Old Republic Insurance</td> <td>24147</td> </tr> <tr> <td>INSURER E ALLIED WORLD SURPLUS INS</td> <td>17370</td> </tr> <tr> <td>INSURER F AXIS PRO</td> <td>32723</td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAICS	INSURER A ACE Property and Casualty	20699	INSURER B Progressive Mountain Insurance	35190	INSURER C Nautilus Insurance Company	17370	INSURER D Old Republic Insurance	24147	INSURER E ALLIED WORLD SURPLUS INS	17370	INSURER F AXIS PRO	32723
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INSURER E ALLIED WORLD SURPLUS INS	17370														
INSURER F AXIS PRO	32723														

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD INSR	TYPE OF INSURANCE	BINDER NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY				EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [X] OCCUR	AAP N05626456 012	11/01/2024	11/01/2025	FIRE DAMAGE \$ 100,000
		DEDUCTIBLE: \$1000				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> PROPERTY COVERAGE	CCP 960680 Special Form	02/17/2025	02/17/2026	PERSONALS AQV INJURY \$ 10,000,000
B	X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
		ANY AUTO \ X \	031934680	01/20/2025	01/20/2026	BODILY INJURY (Per person) \$
		ALL OWNED AUTOS \ xx \				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS \ \				PROPERTY DAMAGE (Per accident) \$
		HI RED AUTOS \ \				
NON-OWNED AUTOS \ \						
D		UMBRELLA POLICY				EACH OCCURRENCE \$
		LIABILITY LIMITS: \$1000				GENERAL AGGREGATE \$
		Professional Liability (E&O)				PRODUCER-COMPLETE OP \$
E		PHYSICAL DAMAGE DEDUCTIBLE []	0306-6833	05/20/2024	05/20/2025	EACH OCCURRENCE \$1,000,000
						AGGREGATE \$1,000,000
						\$
						\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? IF yes, describe under SPECIAL PROVISIONS BELOW	0CAV05529402	02/01/2025	02/01/2026	WC STATUTORY LIMITS \$1,000,000
						E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
F	OTHER	CYBER (Enterprise Security)	ATB-6715047-01	05/12/2024	05/12/2025	Policy Limit \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

X CERTIFICATE HOLDER ADDITIONAL INSURED CANCELLATION: 30 DAYS

ATT: PURCHASING DEPARTMENT 130 PEACHTREE STREET, S.W. SUITE 1168 ATLANTA, GEORGIA 30303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO HAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE <i>Alvin Kottl</i>
--------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

EXHIBIT C
GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT AND AGREEMENT



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CI ² Aviation INC
Project No. and Project Title:	25-0078 Night Coverage Fulton County Airport

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of Fulton County Government 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 period 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

261355

2/27/2025

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

Date of Authorization

CI² Aviation INC

Authorized Officer or Agent
(Name of Contractor)

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

Willa Aurelia Kenner

CEO

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Willa Aurelia Kenner
Signature (of Authorized Officer or Agent)

2/27/2025
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

27 DAY OF FEBRUARY, 2025

Conrad Maxwell Giron
Notary Public

[NOTARY SEAL]



My Commission Expires: 08-16-2027

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Certificate Of Completion

Envelope Id: 36FB12C2-5B0B-45BE-B139-A0CD7571F670
 Subject: FINAL - FAA CONTRACT #693KA7-25-C-00003-CI2 CORRECT.
 Parcel ID:
 Employee Name:
 Source Envelope:
 Document Pages: 35
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Darlene Banks
 141 Pryor Street
 Purchasing & Contract Compliance, Suite 1168
 Atlanta, GA 30303
 darlene.banks@fultoncountyga.gov
 IP Address: 172.3.170.13

Record Tracking

Status: Original 2/28/2025 12:46:52 PM	Holder: Darlene Banks darlene.banks@fultoncountyga.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

Signer Events

DARLENE BANKS
 darlene.banks@fultoncountyga.gov
 Assistant Purchasing Agent
 Fulton County Government
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature

Completed
 Using IP Address: 172.3.170.13

Timestamp

Sent: 2/28/2025 12:53:27 PM
 Viewed: 2/28/2025 12:53:54 PM
 Signed: 2/28/2025 12:54:23 PM

David Clark
 david.clark@fultoncountyga.gov
 Director
 Public Works
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 11/13/2017 10:07:14 AM
 ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

DocuSigned by:

 65CE1C9FDD834B8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 74.174.59.10

Sent: 2/28/2025 12:54:24 PM
 Viewed: 2/28/2025 12:56:04 PM
 Signed: 2/28/2025 12:56:09 PM

Denalval Stewart
 denval.stewart@fultoncountyga.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signed by:

 8B574564AFF0466...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.62.245.48

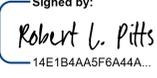
Sent: 2/28/2025 12:56:11 PM
 Resent: 3/6/2025 8:57:01 AM
 Resent: 3/6/2025 8:57:36 AM
 Viewed: 3/6/2025 9:08:55 AM
 Signed: 3/6/2025 9:10:23 AM

Nikki Peterson
 nikki.peterson@fultoncountyga.gov
 Chief Deputy Clerk to the Board of Commissioners
 Fulton County Government
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:

Completed
 Using IP Address: 73.82.17.227

Sent: 3/6/2025 9:10:25 AM
 Viewed: 3/6/2025 4:55:46 PM
 Signed: 3/6/2025 4:56:25 PM

Signer Events	Signature	Timestamp
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<p>Accepted: 11/27/2017 10:39:37 AM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p> <p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Security Level: Email, Account Authentication (None)</p>	<p>Signed by:  14E1B4AA5F6A44A...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 68.208.197.4</p>	<p>Sent: 3/6/2025 4:56:27 PM Viewed: 3/7/2025 6:06:05 AM Signed: 3/7/2025 6:06:14 AM</p>
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Electronic Record and Signature Disclosure:
Accepted: 3/7/2025 6:06:05 AM
ID: e17fb91c-1e8d-4630-8b44-a898c827c131

Tonya Grier
Tonya.Grier@fultoncountyga.gov
Clerk to the Commission
Fulton County
Security Level: Email, Account Authentication (None)

Signed by:

EEC476C4837648D...



Signature Adoption: Uploaded Signature Image
Using IP Address: 68.208.197.4

Sent: 3/7/2025 6:06:16 AM
Viewed: 3/7/2025 6:12:38 AM
Signed: 3/7/2025 6:12:48 AM

Electronic Record and Signature Disclosure:
Accepted: 3/16/2018 7:54:59 AM
ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

DARLENE BANKS
darlene.banks@fultoncountyga.gov
Assistant Purchasing Agent
Fulton County Government
Security Level: Email, Account Authentication (None)

Completed
Using IP Address: 172.3.170.13

Sent: 3/7/2025 6:12:51 AM
Viewed: 3/7/2025 8:15:59 AM
Signed: 3/7/2025 8:16:15 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Andrella Kenner AKenner@ci2.com Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 2/28/2025 12:53:27 PM Viewed: 2/28/2025 2:53:54 PM</p>
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Electronic Record and Signature Disclosure:
Accepted: 2/24/2025 4:12:00 PM
ID: 75449d1a-7bd2-4a6f-a26f-ac3454293a95

Dian DeVaughn
dian.devaughn@futoncountyga.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 3/7/2025 8:16:18 AM

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/28/2025 12:53:27 PM
Envelope Updated	Security Checked	3/6/2025 8:57:00 AM
Envelope Updated	Security Checked	3/6/2025 8:57:00 AM
Certified Delivered	Security Checked	3/7/2025 8:15:59 AM
Signing Complete	Security Checked	3/7/2025 8:16:15 AM
Completed	Security Checked	3/7/2025 8:16:18 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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