

1 STATE OF GEORGIA
2 COUNTY OF CHATHAM

3
4 **CONTRACTOR/VENDOR AGREEMENT**
5 **between**
6 **SAVANNAH AIRPORT COMMISSION**
7 **and**
8 **JOHNSON CONTROLS, INC.**
9

10 **THIS AGREEMENT**, made and entered into by and between the **SAVANNAH**
11 **AIRPORT COMMISSION**, a public body corporate organized under the laws of the State of
12 Georgia, hereinafter called "Commission," and **JOHNSON CONTROLS, INC.**, hereinafter
13 called "Vendor."

14
15 **W I T N E S S E T H:**
16

17 **WHEREAS**, Vendor desires to provide to the Commission certain services for Access
18 Control to 16 IT Rooms located at the Savannah/Hilton Head International Airport at 400
19 Airways Avenue, Savannah, Georgia, hereinafter called "Premises";
20

21 In consideration of the foregoing and of the mutual covenants and agreements herein
22 contained, Commission and Vendor do hereby mutually undertake, promise and agree, each for
23 itself and its successors and assigns, as follows:
24

25 **1. TERM**

26 The initial term, hereinafter referred to as "Term," of the Agreement shall commence on
27 January 1, 2021 and shall continue until December 31, 2025. Upon completion of the initial
28 term, the Agreement will automatically renew on a year-to-year basis, unless either party gives
29 the other forty (45) days written notice not to renew or change the renewal terms.
30

31 **2. SCOPE OF WORK**

32 a. The services to be covered under this Contract Agreement will be as provided in
33 Exhibit A, "Proposal," dated November 16, 2020, which is attached hereto and made a part
34 hereof.

35 b. The terms and conditions of the services and equipment provided by Vendor are
36 described in Exhibit A, which is attached hereto and made a part hereof.

37 c. For repairs or work outside of the scope of this contract, Vendor shall receive
38 Commission approval prior to proceeding.

39 d. Unless otherwise authorized by the Commission, all work, service and repairs will
40 be performed during normal working hours, which shall be defined as Monday through Friday,
41 8:00 a.m. - 5:00 p.m. Only those holidays recognized by the Savannah Airport Commission will
42 be considered as outside normal working hours.

43 e. Vendor shall provide adjustment and/or repair callback service during normal
44 working hours.
45
46
47

1 **3. FEES AND CHARGES**

2 In consideration of the services to be granted to Commission, the Vendor shall be entitled
3 as compensation the following fees and charges for the initial term:

4 a. Fee for Vendor services and equipment is Forty-Four Thousand, Five Hundred
5 Two (\$44,502.00) Dollars, paid quarterly as Eleven Thousand, One Hundred Twenty-Five
6 Dollars and 50/100 cents (\$11,343.75). Following the initial term, the compensation to be paid to
7 the Vendor for remainder of the term, shall be as follows:

8

9 Year 2	01.01.22 – 12.31.22	Annual \$45,393.00	Quarterly \$11,125.50
10 Year 3	01.01.23 – 12.31.23	Annual \$46,301.00	Quarterly \$11,575.25
11 Year 4	01.01.24 – 12.31.24	Annual \$47,228.00	Quarterly \$11,807.00
12 Year 5	01.01.25 – 12.31.25	Annual \$48,173.00	Quarterly \$12,043.25

13

14 b. Invoices must be submitted to Commission addressed to:
15 Savannah Airport Commission
16 Accounts Payable
17 400 Airways Avenue
18 Savannah, Georgia 31408
19

20 **4. INSURANCE AND INDEMNIFICATION**

21 a. With no intent to limit Vendor’s liability or the indemnification provisions set
22 forth herein, Vendor shall procure and maintain during the term of this Agreement the following
23 minimum limits:

24 (1) General Liability Insurance - no less than One Million (\$1,000,000)
25 Dollars each occurrence, Combined Single Limit (“CSL”), bodily injury and property damage,
26 including Employer’s non-ownership liability, patent infringement and intellectual property
27 rights protection, and hired auto coverages as applicable, which shall not be subject to
28 cancellation or change until after thirty (30) days written notice shall have been given to
29 Commission, as well as:

30 (2) Comprehensive Automobile Liability Insurance - \$500,000 for all owned
31 vehicles, non-ownership liability, and hired vehicles; \$5,000,000 for all vehicles operated on the
32 Aircraft Operations Area (AOA).

33 (3) Umbrella - \$5,000,000 (covers all liability lines).

34 (4) Worker's Compensation in compliance with Georgia Statutory Limits,
35 including an All States Endorsements.

36 b. Vendor must maintain on file in the Commission office during the term of this
37 agreement an original signed copy of Vendor's Certificate of Insurance reflecting the above
38 limits and naming the Mayor and Aldermen of the City of Savannah and the Savannah Airport
39 Commission, its directors, officers, employees, and agents as additional insured, and shall be
40 delivered to Commission by Vendor within ten (10) days of request by Commission.

41 c. Indemnification

42 Vendor shall protect, defend, and indemnify Commission and its officers, agents
43 and employees from and against any and all liabilities, losses, suits, claims, judgments, fines or
44 demands arising by reason of injury or death of any person, or damage to any property, including
45 all reasonable costs for investigation and defense thereof (including but not limited to attorney
46 fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this

1 Agreement and/or the use or occupancy of the Commission or the acts or omissions of Vendor's
2 officers, agents, employees, Vendors, sub-Vendors, licensees, or invitees regardless of where the
3 injury, death or damage may occur unless such injury, death or damage is caused by the sole
4 negligence and the willful misconduct of the Commission or any of its officers, employees,
5 Vendors or agents. The Commission shall give to Vendor reasonable notice of any such claims
6 or actions. The Vendor shall also use counsel reasonably acceptable to Commission in carrying
7 out its obligations hereunder. The provisions of this Section shall survive the expiration or early
8 termination of this Agreement.

9 d. All insurance policies shall contain a standard cross-liability provision and shall
10 stipulate that no insurance held by Commission will be called upon to contribute to a loss
11 covered thereunder. Commission shall have no liability for any premiums charged for such
12 coverage, and the inclusion of Commission as an additional insured is not intended to and shall
13 not make Commission a partner or joint venturer with Vendor in Vendor's operations on the
14 Premises. Such policies shall also insure Vendor against the risks to which it is exposed as the
15 Vendor of the business authorized under this Agreement, shall be for full coverage and shall
16 contain provisions on the part of the respective insurers waiving the right of such insurers to
17 subrogation.

18
19 **5. MISCELLANEOUS**

20 a. Personal Liability

21 No member of the Commission or employee of either party shall be charged
22 personally or held contractually liable by or to the other party under any term or provision of this
23 Agreement because of any breach thereof or because of its execution or attempted execution.

24 b. Non-Waiver of Rights

25 No waiver or default by the Commission of any of the terms, conditions,
26 covenants, or agreements hereof to be performed, kept, or observed by the Vendor shall be
27 construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions,
28 and agreements, herein contained to be performed, kept, or observed by the Vendor, and
29 Commission shall not be restricted from later enforcing any of the terms and conditions of this
30 Agreement.

31 c. Governing Law

32 This Agreement shall be deemed to be made in and construed in accordance with
33 the laws of the State of Georgia and that venue of any action brought hereunder shall be exclusively
34 in the County of Chatham.

35 d. Permits, Licenses, Miscellaneous Fees

36 The Vendor shall pay all expenses in connection with the performance of this
37 service and maintenance agreement herein and the rights and privileges herein granted, including
38 without limitation by reason of enumeration, taxes, including ad valorem taxes, permit fees,
39 license fees, and assessments lawfully levied or assessed and that Vendor will secure all such
40 permits and licenses. Failure to pay said taxes and/or fees shall be considered an event of default
41 under the term of this agreement.

42 e. Binding Agreement

43 The terms of this agreement are the exclusive and binding agreement between the
44 parties hereto covering the services set out herein. No change, modification or revision of this
45 agreement shall be valid unless agreed in writing and signed by both parties. Each party
46 acknowledges participation in the negotiations and drafting of this Agreement and any

1 modifications thereto, and that, accordingly, this Agreement will not be construed more
2 stringently against one party than against the other.

3
4 f. Order of Precedence

5 If attachments are included in this Agreement and in the event of any
6 inconsistency between the attachments and the terms of this Agreement, the inconsistency will
7 be resolved by giving preference in the following order:

- 8 A. This Agreement
- 9 B. The attachments

10 g. Default

11 This Agreement may be terminated by either party with seven (7) days' written
12 notice in the event of substantial failure to perform in accordance with the terms hereof, or for
13 any reason or no reason. The Vendor shall be paid for work completed to the date of
14 termination.

15
16 **IN WITNESS WHEREOF**, said parties have caused these presents to be duly
17 executed by their proper officers thereunto authorized, and corporate seals affixed this ____ day
18 of _____, 2020.

19
20 **SAVANNAH AIRPORT COMMISSION**

21
22 _____
23 Notary Public
24
25 My commission expires: _____
26

27 {SEAL}

28 BY: _____
29 STEPHEN S. GREEN
30 CHAIRMAN

31 **ATTEST:** _____
32 GREGORY B. KELLY
33 EXECUTIVE DIRECTOR

34 ATTEST:
35 _____
36 Corporate Secretary or Notary Public

37 {SEAL}

38 **JOHNSON CONTROLS, INC.**
39 BY: _____
40 _____
(Printed Name and Title)