

1 STATE OF GEORGIA  
2 COUNTY OF CHATHAM

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

9 **THIS AGREEMENT**, made and entered into by and between the **SAVANNAH AIRPORT**  
10 **COMMISSION**, a public body corporate organized under the laws of the State of Georgia,  
11 hereinafter called "Commission," and **WOOLPERT, INC.**, 4454 Idea Center Blvd., Dayton, OH  
12 45430 hereinafter called "Vendor."

13  
14 **WITNESSETH:**

15  
16 **WHEREAS**, Vendor desires to provide to the Commission certain services for  
17 implementation of a Cityworks Asset Management System (AMS) for the airfield operations and  
18 maintenance departments 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 execution of this agreement and shall continue for twelve months, until August 31, 2017, or  
28 contract completion, whichever occurs sooner.

29  
30 **2. SCOPE OF WORK**

31 a. The services to be covered under this Contract Agreement will be as provided in  
32 Exhibit A, "Implementation Services Statement of Work," which is attached hereto and made a  
33 part hereof.

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

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

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

42 e. Vendor shall provide adjustment and/or repair callback service during normal  
43 working hours.

1 **3. FEES AND CHARGES**

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

4 a. Fee for Vendor services and equipment are detailed on Page 31, Project Cost  
5 Estimates, detailed in Exhibit A attached paid upon satisfactory completion.

6 b. Invoices must be submitted to Commission addressed to:

7 Savannah Airport Commission  
8 Accounts Payable  
9 400 Airways Avenue  
10 Savannah, Georgia 31408

11  
12 **4. INSURANCE AND INDEMNIFICATION**

13 a. With no intent to limit Vendor's liability or the indemnification provisions set  
14 forth herein, Vendor shall procure and maintain during the term of this Agreement the following  
15 minimum limits:

16 (1) General Liability Insurance - no less than One Million (\$1,000,000)  
17 Dollars each occurrence, Combined Single Limit ("CSL"), bodily injury and property damage,  
18 including Employer's non-ownership liability, patent infringement and intellectual property  
19 rights protection, and hired auto coverages as applicable, which shall not be subject to  
20 cancellation or change until after thirty (30) days written notice shall have been given to  
21 Commission (ten (10) days written notice for cancellation for non-payment of premiums), as  
22 well as:

23 (2) Comprehensive Automobile Liability Insurance - \$500,000 for all owned  
24 vehicles, non-ownership liability, and hired vehicles; \$5,000,000 for all vehicles operated on the  
25 Aircraft Operations Area (AOA). An umbrella/excess policy may be used to meet the specified  
26 limits.

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

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

30 b. Vendor must maintain on file in the Commission office during the term of this  
31 agreement an original signed copy of Vendor's Certificate of Insurance reflecting the above  
32 limits and naming the Mayor and Aldermen of the City of Savannah and the Savannah Airport  
33 Commission, its directors, officers, employees, and agents as additional insured on the insurance  
34 policies described in Sections (4)(a)((1) and (2)) above, and shall be delivered to Commission by  
35 Vendor within ten (10) days of request by Commission.

36 c. Indemnification

37 Vendor shall indemnify Commission and its officers, agents and employees from  
38 and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of  
39 injury or death of any person, or damage to any property, including all reasonable costs for  
40 investigation and defense thereof (including but not limited to reasonable defense attorney fees,  
41 court costs, and expert fees), of any nature whatsoever arising out of or incident to this  
42 Agreement but only to the extent caused by the negligence or willful misconduct of Vendor,  
43 Vendor's officers, agents, employees, sub-Vendors, licensees, or invitees regardless of where the  
44 injury, death or damage may occur unless such injury, death or damage is caused by the **sole**  
45 negligence and the willful misconduct of the Commission or any of its officers, employees,  
46 Vendors or agents. The Commission shall give to Vendor reasonable notice of any such claims

1 or actions. The Vendor shall also use counsel reasonably acceptable to Commission in carrying  
2 out its obligations hereunder. The provisions of this Section shall survive the expiration or early  
3 termination of this Agreement.

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

13  
14 **5. MISCELLANEOUS**

15 a. Damages and Personal Liability

16 Neither party shall be liable to the other for special, indirect, consequential,  
17 incidental, or punitive damages. No member of the Commission or employee of either party shall  
18 be charged personally or held contractually liable by or to the other party under any term or  
19 provision of this Agreement because of any breach thereof or because of its execution or  
20 attempted execution.

21 b. Non-Waiver of Rights

22 No waiver or default by the either party of any of the terms, conditions,  
23 covenants, or agreements hereof to be performed, kept, or observed by the other party shall be  
24 construed or act as a waiver of any subsequent default of any of the terms, covenants, conditions,  
25 and agreements, herein contained to be performed, kept, or observed by such party, and the other  
26 party shall not be restricted from later enforcing any of the terms and conditions of this  
27 Agreement.

28 c. Governing Law

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

32 d. Permits, Licenses, Miscellaneous Fees

33 Except as provided otherwise herein, the Vendor shall pay all expenses in  
34 connection with the performance of this service and maintenance agreement herein and the rights  
35 and privileges herein granted, including without limitation by reason of enumeration, taxes,  
36 including ad valorem taxes, business and professional permit and license fees, and assessments  
37 lawfully levied or assessed and that Vendor will secure all such permits and licenses. Failure to  
38 pay said taxes and/or fees shall be considered an event of default under the term of this  
39 agreement. Notwithstanding, the Commission shall be responsible for any project specific  
40 permits and license fees.

41 e. Binding Agreement

42 The terms of this agreement are the exclusive and binding agreement between the  
43 parties hereto covering the services set out herein. No change, modification or revision of this  
44 agreement shall be valid unless agreed in writing and signed by both parties. Each party  
45 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 f. Order of Precedence

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

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

9 g. Default


10 This Agreement may be terminated by either party for convenience with seven (7)  
11 days' written notice. This Agreement may also be terminated for cause in the event of substantial  
12 failure to perform in accordance with the terms hereof and failure of the defaulting party to cure  
13 the default within the seven (7) day notice period. The Vendor shall be paid for work completed  
14 to the date of 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 4<sup>th</sup> day  
18 of May, 2016.

19  
20 ATTEST:

21  
22   
23 \_\_\_\_\_  
24 GREGORY B. KELLY  
25 Corporate Secretary

26  
27 **SAVANNAH AIRPORT COMMISSION**

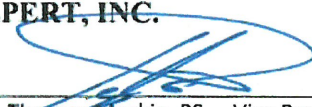
28  
29 BY:   
30 \_\_\_\_\_  
31 STEPHEN S. GREEN  
32 Chairman

33 { SEAL }

34  
35 ATTEST:

36  
37   
38 \_\_\_\_\_  
39 REBECCA A LESTER, Notary Public  
In and for the State of Ohio  
My Commission Expires July 2, 2021

40  
41 **WOOLPERT, INC.**

42  
43 BY:   
44 \_\_\_\_\_  
45 Thomas Mackie, PS - Vice President  
46 (Printed Name and Title)

47 { SEAL }

