

SERVICE CONTRACT SPECIFICATIONS

FOR

CHILLER MAINTENANCE

PROJECT #2017-010

**MECHANICAL HVAC EQUIPMENT
SCHEDULED MAINTENANCE
SERVICE AGREEMENT**

It is the intent of these specifications to cover all necessary materials and labor, whether or not specifically mentioned, to complete in every respect repairs, preventative maintenance, servicing and testing of the chillers serving the terminal at the Harrisburg International Airport. All materials shall be OEM quality and all labor completed in a workmanlike manner and in strict accordance with manufacturers specifications and all State and local codes. It is also the intent to award this contract in full to one successful bidder.

March 2017

Susquehanna Area Regional Airport Authority
Harrisburg International Airport
One Terminal Drive
Suite 300
Middletown, PA 17057

GENERAL BID REQUIREMENTS:

Failure to comply with any and all bid requirements will result in automatic rejection of submitted bid. Bids will be accepted until 10:30 AM on Tuesday, March 7, 2017.

The successful bidder is responsible for conforming to all existing Federal and State of Pennsylvania laws, statutes, ordinances, rules and regulations and all environmental and OSHA requirements where applicable.

SARAA reserves the right to waive formalities or reject any or all bids; or any part of a bid and to award the contract deemed to be in the best interest of SARAA.

SARAA may make such investigations as deemed necessary to determine the ability of the bidder's qualifications to perform the work and the bidder shall furnish to SARAA all such data for this purpose. SARAA reserves the right to reject a bid if the evidence submitted by, or investigation of, such bidder fails to satisfy SARAA that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contained therein.

Conditional bids will not be accepted.

BIDS:

Bids must be made out and signed in the corporate or other name of bidder, and must be fully and properly executed by an authorized person.

CONTRACT TERM:

This contract term shall be a three (3) year initial term commencing on March 31, 2017 and ending on April 1, 2020 with an option to renew for up to three (3) additional one (1) year periods, exercisable upon mutual agreement at least forty five (45) days prior to expiration.

CONTRACT EXTENSION:

At least ninety (90) days in advance of the contract anniversary, the successful service contractor shall submit the cost for a twelve (12) month contract extension. If either party wishes to terminate the agreement, this may be done by notifying the other party at least sixty (60) days in advance of the contract anniversary date.

TERMINATION OF AGREEMENT FOR CAUSE:

If for any reason Contractor shall fail to timely and properly perform its obligations under the Agreement, or if Contractor shall violate any of the covenants, terms or conditions of the Agreement, SARAA may, in SARAA's sole discretion, terminate the Agreement by giving written notice to Contractor setting forth an effective date of termination which shall be no earlier than fifteen (15) days from the date of the notice. Upon receipt of a notice of termination, the Contractor shall work cooperatively with SARAA to arrange for a prompt, efficient and transfer of any work in progress under the Agreement to SARAA or any contractor selected by SARAA.

PAYMENT:

SARAA will make periodic payments after each scheduled service is completed upon receipt of proper invoice.

ADDITIONAL WORK:

If at any time it is found that repairs may be needed that are not covered by this agreement:

1. The contractor shall submit a written estimate of the work to be performed, including a detailed description of the work to be performed, the cost of the materials, and the labor cost.
2. Parts pricing is important to SARAA. The contractor will provide standard retail pricing or better to SARAA.

SERVICE COMPANY QUALIFICATIONS:

1. The bidder shall submit with their bid a list of three (3) facilities where the bidder is currently under contract to maintain and service chiller equipment of similar size. Listed facilities must have a building automation system in use. The list must include: customer name, contact person, address and telephone number and type of system serviced.
2. SARAA or its designated representative reserves the right to contact any and all bidder's customers listed for reference purposes.
3. The service company must be able to demonstrate that they own and maintain locally the proper tools and test equipment required to perform the services as covered under this agreement.

QUALIFICATION COMPLIANCE:

1. The Bidder shall submit with their bid a letter indicating total compliance with the "Service Company Qualifications" and signed by a corporate officer of the company.
2. The bidder shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required with this specification. Only service companies with the capability of working with Johnson Control's Metasys operating system will be considered.

SCHEDULED MAINTENANCE VISITS:

Scheduled maintenance work, as covered under this agreement, shall be performed Monday through Friday, 7:00A.M. to 3:30 P.M.

Repair service work, as covered under this agreement, shall be performed Monday through Friday, 7:00 A.M. to 3:30 P.M., unless specifically authorized as emergencies at another designated time period(s).

EMERGENCY SERVICE:

Every activity performed under this agreement is designed to minimize the incidence of emergency situations. However, emergency service shall be provided under this contract.

1. The hourly rate for such emergency service, as needed, shall be bid separately and may or may not be utilized by SARAA. It is understood by the parties that, except for normal wear and tear, any emergency services needed because of the failure of the systems due to improper maintenance covered under this contract shall be the responsibility of the contractor and shall not be charged to SARAA. However, SARAA shall be responsible for all charges due to systems not under the contractor's control. It shall be the responsibility of the successful contractor to inform SARAA of any parts that may need replacing that they encountered during their periodic inspections.
2. SARAA will be responsible for all repairs not covered under this agreement.
3. The contractor shall respond to an emergency call within three (3) hours.

GENERAL CONDITIONS:

1. The contractor's office shall be staffed and a toll free number shall be provided during normal working hours for emergency service. The contractor shall also provide a telephone number for after hours, weekends and holidays (answering machines, pagers and voicemail are not acceptable).
2. All technicians working under this contract shall be fully licensed and have the ability to make the necessary mechanical repairs as may be required during a visit.
3. A full report shall be furnished to SARAA and signed after each service call or emergency service call. The report shall detail the exact nature of the problem and the corrective action taken.

CONTRACT COMPLIANCE:

The service company shall execute scheduled maintenance per a task-based system and is responsible for complying with all the tasks shown at the end of this document. The service mechanic shall, upon completing a service of any type, provide to the proper person at SARAA a completed service (work order) report documenting the activities of that call.

ENGINEERING ASSISTANCE:

The service company shall advise SARAA of any improvements, which may be identified, that would either improve environmental comfort, performance, correct possible existing design deficiencies or conserve energy related to the operations of the building covered under this agreement. The service company shall also provide continual updated budgeting information to SARAA concerning the reliability of covered equipment at the Owner's request.

SPECIALIZED MATERIAL HANDLING:

The service company shall provide documentation of procedures regarding the handling of materials classified by the EPA as being a hazardous waste (where applicable) including material safety data sheets (MSDS) for any chemical used with respect to the execution of this agreement. Also, the service company will be responsible to fully comply with current CFC regulations (including proper technician certification for all air conditioning/refrigeration equipment serviced).

BASE BID SERVICE-CHILLER SYSTEMS:

General Requirements:

The successful contractor will provide the necessary visits required to execute the tasks listed below. Service shall include three (3) annual visits consisting of two (2) Mid-Season Running Inspections and one (1) Annual Maintenance and Service Inspection.

EQUIPMENT SCHEDULE:

| CHILLERS | | | |
|------------------------|---------------------|---------------------|----------------------|
| Equipment | Manufacturer | Model Number | Serial Number |
| Centrifugal Chiller | Trane | CVHF091FA2EOPCU2 | L03HO6618 |
| Centrifugal Chiller | Trane | CVHF091FA2EOPCU2 | L03HO6620 |
| Helical Rotary Chiller | Trane | RTHD | U04BO4174 |
| Helical Rotary Chiller | Trane | RTHD | U04BO4173 |

ALL CHILLERS- SPECIALTY MAINTENANCE

1. Brush condenser tubes (before April 15th, end of 2nd year).
2. Conduct an Eddy current tube analysis of the evaporator and condenser tubes at the end of year two (2) of the contract.

ALL CHILLERS- MID-SEASON RUNNING INSPECTION (One in May and one in July)

1. Check the general operation of the unit.
2. Log the operating temperatures, pressures, voltages, and amperages.
3. Check the operation of the purge unit.
4. Check the operation of the control circuit.
5. Check the operation of the lubrication system.

6. Check the operation of the motor and starter.
7. Analyze the recorded data. Compare the data to the original design specifications.
8. Review operating procedures with operating personnel.
9. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.
10. Check operation of starter cooling pump, check the level of coolant (add if needed), clean strainers and provide shelf stock of 2-gallon minimum of coolant.

CENTRIFUGAL CHILLERS- ANNUAL MAINTENANCE (Prior to March 15th)

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with customer for operational problems and trends.

1. General Assembly

- a) Check and record refrigerant level.
- b) Inspect for leaks and report leak results:
 1. The refrigerant should be correct before starting the leak check. To prevent unnecessary venting of refrigerant, EPA-recommended methods (e.g. hot water and/or electric blankets) must be used to pressurize the vessels.
 2. In order to use EPA-recommended methods, certain conditions must be met:
 - a) The isolation valves on the chilled water and condenser water lines must shut off the circulation completely.
 - b) The temperature of the equipment room should be 70°F or higher.
 - c) Access connections to the condenser water and chilled water circuits must be provided. (customer's responsibility).
- c) If these conditions cannot be met, the refrigerant must be removed and the vessel pressurized using dry nitrogen and a trace gas. This additional procedure is outside the scope of this agreement.
- d) Calculate refrigerant loss and report to the customer.
- e) Repair minor leaks as required (e.g., valve packing, flare nuts).
- f) Visually inspect condenser tubes for cleanliness.
- g) Check vanes for free and smooth operation.
- h) Check mechanical linkages for wear.

2. Purge

- a) Check purge unit controls for proper operation.
- b) Check and clean purge drum as required.
- c) Clean the condenser coil.
- d) Clean strainers and replace filters and driers as required.
- e) Check the purge compressor assembly for leaks as required.
- f) Check the purge unit for proper operation.

3. Controls and Safeties

- a) Verify all settings in the electronic control panel.
- b) Inspect the control panel for cleanliness.
- c) Inspect wiring and connections for tightness and signs for overheating and discoloration.
- d) Verify the operation of the vane control system.
- e) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
- f) Verify the operation of the oil sump temperature control device.
- g) Test high condenser pressure safety device. Calibrate and record setting.
- h) Test low evaporator temperature safety device. Calibrate and record setting.
- i) Test low oil pressure safety device. Calibrate and record setting.
- j) Test high motor temperature safety device. Calibrate and record.
- k) Test operation of chilled water pump and condenser water pump starter auxiliary contacts.

4. Lubrication System

- a) Pull oil sample for spectroscopic analysis and provide a report.
- b) Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- c) Measure and record the oil pump voltage and amperage.
- d) Verify the proper operation of the oil heater. Measure amps and compare readings with the watt rating of the heater.
- e) Change the oil filter.
- f) Verify the oil level.

5. Motor and Starter

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check tightness of the motor terminal connections.
- d) Check condition of the contacts for wear and pitting.
- e) Check contactors for free and smooth operation.
- f) Check the mechanical linkages for wear, security and clearances.
- g) Meg the motor and record reading.
- h) Verify the operation of the electrical interlocks.
- i) Measure the voltage and record. (voltage should be normal voltage +/-10%)

HELICAL ROTARY CHILLERS – ANNUAL MAINTENANCE (Prior to March 15th)

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends.

1. General Assembly

- a) Leak-test the chiller and report the leak check results.
- b) Repair minor leaks as required (e.g. valve packing, flare nuts).
- c) Calculate refrigerant loss and report to customer.
- d) Visually inspect condenser tubes for cleanliness.

2. Controls and Safeties

- a) Inspect the control panel for cleanliness.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Verify all settings in the electronic control panel.
- d) Test the oil pressure safety device. Calibrate and record setting.
- e) Test the high motor temperature safety device. Calibrate and record setting.
- f) Test the operation of the chilled water pump and condenser water pump starter auxiliary contacts.
- g) Verify the setting of the current control device.
- h) Test the operation of the optical oil sensor.

3. Lubrication System

- a) Pull oil sample for spectroscopic analysis and provide report.
- b) Test the oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- c) Change the oil filters.
- d) Verify the operation of the oil heater. Measure amps and volts and compare the readings with the watt rating of the heater.

4. Motor and Starter

- a) Clean the starter and cabinet.
- b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
- c) Check tightness of motor terminal connections.
- d) Check condition of the contacts for wear and pitting.
- e) Check contactors for free and smooth operation. (units are solid state).
- f) Check the mechanical linkages for wear, security and clearances.
- g) Meg the motor and record readings.
- h) Verify the operation of the electrical interlocks.
- i) Measure voltage and record. Voltage should be nominal voltage $\pm 10\%$.

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
CHILLER MAINTENANCE
Project No. 2017-010**

NOTICE FOR INVITATION TO BID

Sealed bids will be received by the Susquehanna Area Regional Airport Authority (SARAA), Attention: Mr. Marshall Stevens, One Terminal Drive, Suite 300, Harrisburg International Airport (HIA), Middletown, PA 17057 **until 10:30 AM, Tuesday, March 7, 2017** at which time they will be publicly opened and read aloud in the McIntosh Board Room, located in Suite 300 of the HIA Terminal Building, One Terminal Drive, Middletown, PA 17057.

Bids may be mailed or delivered to SARAA and will be considered if received prior to the scheduled time that bids are to be received. The Owner assumes no responsibility for bids mailed but not received.

Bid packages will be received and identified for the following contract:

**Chiller Maintenance
Project No. 2017-010**

The work site is located at Harrisburg International Airport, in Middletown, Pennsylvania. Contractor shall complete all work as specified or indicated in the Contract Documents. The work generally includes chiller maintenance.

It is the intent of these specifications to cover all necessary materials and labor, whether or not specifically mentioned, to complete in every respect repairs, preventative maintenance, service and testing of the Chillers servicing the terminal building at HIA. All materials shall be OEM quality or approved equivalent and all work completed in a workmanlike manner and in strict accordance with manufactures specification and all State and Local codes.

All questions shall be submitted to **Mark Hake, Facilities Manager**, in writing to markh@saraa.org. Replies will be issued by Addenda and posted on the website. Questions received less than **five (5) days** prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

All bids must be made on the official Bid Form or an exact copy by re-production thereof and enclosed in a sealed envelope, addressed as noted above and marked on the outside with the name and number of the contract and delivered at the place and time set forth above and not after. Owner reserves the right to reject any and all bids, to waive any and all informalities and the right to reject all non-conforming, non-responsive or conditional bids, in the Owners sole discretion.

No Bidder may withdraw his bid within 60 days after the actual date of the opening thereof unless award is delayed due to the required approval of another government agency, the sale of bonds, or the award of grant or grants; in which case, bids shall be irrevocable for one hundred twenty (120) calendar days in compliance with Act 317 of 1978 approved November 26, 1978.

The successful Bidder will be required to furnish a Performance Surety Bond and a Payment Bond each in the full amount of the Contract Price.

Bidders are advised that a **PRE-BID MEETING** and a **SITE VISIT** will be held on **Wednesday, March 1, 2017 at 10:30 AM** in the Small Conference Room on the 3rd floor of the terminal at HIA. The **SITE VISIT** will directly follow the Pre-bid meeting at the same location.

Upon completion of bid opening, the unofficial bid results will be posted on SARAA's website, www.flyhia.com.

Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
CHILLER MAINTENANCE
Contract No. 2017-010

BID FORM

a) PROJECT IDENTIFICATION:

Chiller Maintenance
Contract #2017-010

b) THIS PROPOSAL IS SUBMITTED TO:

Susquehanna Area Regional Airport Authority
Harrisburg International Airport
One Terminal Drive, Suite 300
Middletown, PA 17057

c) TIME OF COMPLETION:

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an Agreement with **OWNER** in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid within the Contract Time and in accordance with the Contract Documents.

BIDDER accepts all of the Terms and Conditions of the Instructions to Bidders. This bid will remain open for Sixty (60) days after the day of Bid opening. **BIDDER** will sign the Agreement and submit the Bid Security and other documents required by the Contract Documents within ten (10) days after the date of SARAA's Notice of Intent to Award.

In submitting this Bid, **BIDDER** represents, as more fully set in the Agreement, that:

- (a) **BIDDER** has examined the area and locality where the purchase is to be utilized, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the product(s) and has made such independent investigations as **BIDDER** deems necessary;
- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; **BIDDER** has not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham bid; **BIDDER** has not solicited or induced any person, firm or a corporation to refrain from bidding; and **BIDDER** has not sought by collusion to obtain for himself any advantage over any other **BIDDER** or over **OWNER**;
- (c) **BIDDER** has read, understands and fully accepts all the terms and conditions of the Contract Documents, and its Bid is made in strict and full accordance with them.
- (d) **BIDDER** further understands and agrees that he is to furnish and provide for all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the project in accordance with the Contract Documents and to accept in full compensation therefore the amount of the total cost as stated in the Bid.

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
CHILLER MAINTENANCE
Contract No. 2017-010**

- (e) **BIDDER** further agrees that if at any time during the progress of work, **SARAA** adds, alters or omits portions of the work, **BIDDER** shall so perform such work and accept as compensation a lump sum price mutually agreed to prior to the start of the additional work.
- (f) **BIDDER** acknowledges that receipt of the following addenda: (If none, so state and affix signature).

| <u>Addendum</u> | <u>Date</u> | <u>Signature</u> |
|-----------------|-------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

and have included these requirements in the Bid.

- (g) **BIDDER** will complete all the Work for the Total Amount Shown in the Base Bid Cost for the boilers listed below:

EQUIPMENT SCHEDULE:

| CHILLERS | | | |
|------------------------|---------------------|---------------------|----------------------|
| Equipment | Manufacturer | Model Number | Serial Number |
| Centrifugal Chiller | Trane | CVHF091FA2EOPCU2 | L03HO6618 |
| Centrifugal Chiller | Trane | CVHF091FA2EOPCU2 | L03HO6620 |
| Helical Rotary Chiller | Trane | RTHD | U04BO4174 |
| Helical Rotary Chiller | Trane | RTHD | U04BO4173 |

Total Year One (1) Cost: _____ Dollars (\$) _____)

Total Year Two (2) Cost: _____ Dollars (\$) _____)

Total Year Three (3) Cost: _____ Dollars (\$) _____)

TOTAL BID COST:

_____ Dollars (\$) _____)

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
CHILLER MAINTENANCE
Contract No. 2017-010**

| BID ALTERNATIVE | | | | |
|------------------------|---|-------------|-------------|------------------|
| ITEM | DESCRIPTION | UNIT | QTY. | ITEM COST |
| | <u>BID ALTERNATE NO. 1</u> | | | |
| 1 | Hourly Rate Emergency Call-in (Normal Hours) | LS | 1 | |
| 2 | Hourly Rate Emergency Call-in (Saturday) | LS | 1 | |
| 3 | Hourly Rate Emergency Call-in (Sunday/Holidays) | LS | 1 | |
| | TOTAL COST (Written in words) | | | TOTAL |

TOTAL CONTRACT PRICE (Total Base Bid Amount plus Emergency Call-ins):

_____ **Dollars**

(Total amount written in words) (\$ _____)

- (i) **BIDDER** agrees that the Work will be substantially completed within the number of Calendar Days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

The terms used in the Bid are defined in the General Conditions of the Contract Documents and have the meanings assigned to them in the General Conditions.

Legal Name of Person, Partnership or Corporation

Date: _____ 20____

By: _____
Authorized Signature

Title

Address _____
Street City, State, Zip Code

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
CHILLER MAINTENANCE
Contract No. 2017-010**

ACKNOWLEDGEMENT BY BIDDER:

If Individual or Partnership:

State of _____

County of _____

On this ____ day of _____, 20__ before me personally appeared _____
_____ to be known and known to me to be the same person(s) described in and
who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed
the same.

Notary Public

State of _____

Qualified in _____

My Commission expires _____

If Corporation:

State of _____

County of _____

On this ____ day of _____, 20__ before me personally appeared _____
_____ to me known, who, being by me sworn, did say that he resides at
(give address) _____

_____ that he is the (give title) _____ of the
(name of Corporation), _____ the Corporation

described in and which executed the above instrument; that he knows the seal of the Corporation; that the seal
affixed by order of the Board of Directors of the Corporation, and that he signed his name thereto by like
order.

Notary Public

State of _____

Qualified in _____

My Commission expires _____

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions
 - a. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with SARAA.
 - b. Consent means written permission signed by a duly authorized officer or employee of SARAA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, SARAA shall be deemed to have consented by virtue of execution of this agreement.
 - c. Contractor means the individual or entity that has entered into this agreement with SARAA, including directors, officers, partners, managers, key employees, and owners of more than a five percent interest.
 - d. Financial interest means:
 - (1) ownership of more than a five percent interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. Gratuity means any payment of more than normal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of state or federal laws, regulations or other requirements.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
4. The Contractor shall not, in connection with this or any other agreement with SARAA, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of SARAA.

EXHIBIT "A"

5. The Contractor shall not, in connection with this or any other Agreement with SARAA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of SARAA.
6. Except with the consent of SARAA, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Agreement except as provided therein.
7. Except with the consent of SARAA, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify SARAA in writing.
9. The Contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of SARAA or an appropriate governmental authority, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by SARAA or an appropriate governmental authority to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Agreement unless otherwise provided by law.
11. For violation of any of the above provisions, SARAA may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with SARAA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those SARAA may have under law, statute, regulation or otherwise.

EXHIBIT "A"

SARAA CONTRACT

GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS (the "Conditions") are incorporated into and become a part of the Agreement (the "Agreement"), dated _____, _____, by and between the **SUSQUEHANNA AREA REGIONAL AIRPORT SARAA** ("SARAA") and _____ (the "Contractor").

1. **Conditions Incorporated.** These Conditions are incorporated into the Agreement and made a part thereof as if fully set forth therein. In the event of any inconsistencies between the Agreement and the Conditions, the terms and conditions of the Conditions shall control. The Agreement (with the Conditions incorporated) represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations or agreements, either written or oral.

2. **Interference or Disruption of SARAA's Operations.** The Contractor shall, at all times, perform its obligations under and exercise any privileges granted by the Agreement in such a manner as to avoid interference with or disruption of all operations at the Harrisburg International Airport (the "Airport"). Furthermore, Contractor acknowledges and agrees that any rights or privileges granted to the Contractor by the Agreement are subordinate to SARAA's obligations, as owner of the Airport, to the general public, the airlines, the tenants and the Federal Aviation Administration ("FAA") at the Airport.

3. **Compliance with Laws and Rules.** In carrying out any activities at the Airport, Contractor shall comply strictly with all requirements of all rules established by SARAA from time to time for activities at the Airport and all governmental authorities having jurisdiction at the Airport, and with all state, federal and municipal statutes, ordinances, regulations, rulings, and other governmental requirements which are or may at any time hereafter become applicable to the Airport, the activities conducted thereon, and/or to the Contractor, including, without limitation, SARAA's Master Security Plan and/or the FAA security regulations. Failure of the Contractor to take corrective action within ten (10) days from any written notice from SARAA of any violation of any rule or governmental requirement shall, at the option of SARAA, and in addition to any assessment or imposition of any other penalty by law, be cause for immediate termination of the Agreement.

4. **Representations and Warranties of Contractor.** In addition to, and not in substitution of, any representation and warranty of Contractor made in the Agreement, Contractor hereby represents and warrants that:

- (i) Contractor is either (a) incorporated in or has a certificate of authority to do business in the Commonwealth of Pennsylvania, or (b) is sui juris and of full capacity to execute and deliver the Agreement, and to perform all obligations thereunder;

(ii) the persons executing the Agreement on behalf of the Contractor are duly authorized to do so and to legally bind the Contractor without further approvals or authorization of the directors, partners, officers or shareholders of the Contractor;

(iii) the Contractor has the requisite power and authority to enter into and carry out the terms of the Agreement and no further notice to or approval of any board, court, government agency or other body, person or entity is necessary in order to permit the Contractor to perform under the Agreement;

(iv) the Agreement constitutes a legal, valid and binding obligation of the Contractor, enforceable against Contractor in accordance with its terms; and

(v) the execution and delivery of the Agreement by the Contractor and the performance of the Agreement by the Contractor will not violate any existing order, judgment or decree, or violate or conflict with or result in a breach of any provision of or constitute a default under, any existing indenture, loan document, security instrument or other agreement or instrument to which the Contractor is a party or to which the Contractor is otherwise bound.

5. **Insurance.** Contractor, at Contractor's sole cost and expense, shall maintain and keep in effect throughout the term of the Agreement:

(a) Insurance on an occurrence basis against claims for personal injury (including death) and property damage arising from occurrences on, in or about the Airport, with broad form contractual liability coverage, under a policy or policies of comprehensive general liability insurance or commercial general liability insurance, with limits of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate for the acts and omissions of Contractor, its subcontractors and their respective employees, officers, partners, agents or invitees. Without limitation of the foregoing, within thirty (30) days after SARAA's request, Contractor shall have such annual aggregate increased to such amount as SARAA may reasonably request by reason of occurrences during any policy year.

(b) Contractor shall obtain and continuously maintain in full force and effect worker's compensation and employer's liability insurance with statutory benefits, voluntary compensation coverage and employer's liability limits of not less than Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) each accident, Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) each employee for disease, and One Million and 00/100ths Dollars (\$1,000,000.00) policy limit for disease.

(c) Contractor shall purchase and maintain during the life of this contract such Comprehensive Automobile Liability Insurance including Employer's Non-Ownership Liability and Hired Car Liability insurance to protect him and any Subcontractors performing Work covered by this Contract from claims for damages, whether supporting operations by him or anyone directly or indirectly employed by either of them.

Minimum combined single limit for both bodily injury and property damage:

\$1,000,000 Bodily Injury (per person)
\$3,000,000 Bodily Injury (per accident)
\$3,000,000 Property Damage

(d) The policies of insurance described above, shall name SARAA (and such other parties as SARAA may from time to time specify) as Additional Insured(s) as their interests may appear. The policies of the insurance described in (a) shall contain a severability of interests endorsement, and shall state that they are primary over any insurance carried by SARAA or such other parties; however, in lieu of including SARAA and other parties specified by SARAA as Additional Insured(s) in Contractor's liability insurance policy, Contractor may include them in such policy as Additional Insured(s) if Contractor also provides SARAA and any other parties specified by SARAA with a separate policy of insurance having the limits specified in (a) and in which they are the only Additional Insured(s), in which case Contractor's policy and such separate policy shall each state that they are primary over any insurance carried by SARAA or such other parties.

(e) Each insurance policy under this Agreement shall provide that it shall not be cancelable without at least thirty (30) days' prior written notice to SARAA and each policy shall be issued by an insurer with a general policy holder's rating of not less than "A-" in the most currently available Best's Key Rating Guide, licensed to do business in the Commonwealth of Pennsylvania. Forthwith upon the execution of this Agreement, each policy (or a duplicate original thereof) shall be delivered by Contractor to SARAA. At least thirty (30) days before any policy shall expire, Contractor shall deliver to SARAA a replacement policy meeting the foregoing requirements, and at least ten (10) days prior to the date that the premium on any policy shall become due and payable, Contractor shall cause SARAA to be furnished with satisfactory evidence of its payment. Each policy shall be in such form as SARAA may from time to time reasonably require.

(f) If Contractor shall fail, refuse or neglect to obtain such insurance or maintain it, or to furnish SARAA with satisfactory evidence that it has done so and satisfactory evidence of payment of the premium of any policy, within the time required as set forth above, SARAA shall have the right, at SARAA's option and without regard to any opportunity to cure provided for elsewhere in this Agreement, to purchase such insurance and to pay the premiums thereon or to pay the premiums on insurance which Contractor should have paid for. All such payments made by SARAA shall be recoverable by SARAA from Contractor on demand.

(g) If Contractor fails to provide and keep in force insurance as aforesaid, SARAA shall not be limited in the proof of any damages which SARAA may claim against Contractor to the amount of the insurance premium or premiums not paid or incurred and which would have been payable upon such insurance, but SARAA shall also be entitled to recover as damages for such breach the uninsured

amount of any loss, to the extent of any deficiency in the insurance required by the provisions of this Agreement, and damages, expenses of suit and costs, including without limitation reasonable cancellation fees, suffered or incurred during any period when Contractor shall have failed to provide or keep in force insurance as aforesaid.

(h) Contractor may carry any insurance required by this Paragraph under a blanket policy for the risks and in the amounts required pursuant to this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy and that such policy shall provide that the coverage thereunder for the Airport and occurrences in, or about the Airport shall not be diminished by occurrences elsewhere.

(i) The Contractor agrees that SARAA shall not be liable for and hereby releases SARAA from (i) any injury to the Contractor's business or any loss of income therefrom or for damage to any machinery or equipment or other property of the Contractor, or the Contractor's officers, partners, employees, agents, or invitees; (ii) the loss of or damage to any property of the Contractor by theft or otherwise; or (iii) any injury or damage to property resulting from fire, steam, electricity, gas, water, rain or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or HVAC systems or lighting fixtures, or from any other case whatsoever (whether similar or dissimilar to those above specified), whether the said damage or injury results from conditions arising at the Airport, or from other sources or places, except to the extent directly caused by the SARAA's gross negligence or intentional misconduct.

6. **Indemnification.** Subject to the limitation set forth below, Contractor agrees to indemnify and hold SARAA harmless from and against any and all claims, including all reasonable attorney fees and other expenses of SARAA, for, or in connection with, any accident, injury or damage whatsoever caused to any person or property and arising, directly or indirectly, out of the business conducted at the Airport or occurring in, on or about the Airport or any part thereof or arising directly or indirectly from any act or omission of Contractor or any subcontractor, or their respective officers, partners, agents, employees, invites or licensees, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, including reasonable attorney fees, except to the extent directly caused by SARAA's gross negligence or intentional misconduct.

7. **Environmental Laws.**

(a) Contractor covenants and agrees (i) to comply with all applicable environmental laws, (ii) not to discharge, dump, spill, handle or store at the Airport any hazardous substances, materials, or wastes (as defined in any environmental law, as defined below), (iii) not to disturb the surface of the Airport (except as expressly provided in the Agreement or as approved in writing by SARAA), and (iv) to provide to SARAA, immediately upon receipt, copies of any correspondence, notice, pleading, citation, indictment, complaint, order,

decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of Contractor under environmental laws or which seeks criminal or punitive penalties from Contractor for an alleged violation of environmental laws. Regardless of the foregoing, Contractor may handle and store hazardous substances and materials at the Airport as may be customarily handled and stored in connection with the operation of Contractor's business so long as such substances and materials are stored and handled in accordance with all environmental laws (as defined below). Contractor further agrees to advise the SARAA in writing as soon as Contractor becomes aware of any condition or circumstance which may result in a potential violation of any environmental laws. This provision shall not relieve Contractor from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

(b) If in the opinion of SARAA, there exists any uncorrected violation by Contractor of an environmental law or any condition resulting from the acts or omissions of Contractor, its subcontractors, or their officers, partners, employees, agents, contractors or invitees which requires, or may require, a cleanup, removal or other remedial action (the "Remedial Action") by Contractor under any environmental laws and if the Remedial Action is not completed by Contractor within fifteen (15) days from the date of written notice from SARAA to Contractor, the SARAA may declare an event of default hereunder; provided that if violation reasonably cannot be mitigated within fifteen (15) days from the date of the written notice and Contractor promptly commences and thereafter diligently pursues the completion of the mitigation, then the fifteen (15) day period shall be extended until the mitigation is completed.

(c) For the purposes of this Agreement, the term "environmental law" shall mean all federal, state and local statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances, materials or wastes including, but not limited to, the Pennsylvania Hazardous Sites Clean-Up Act of 1988, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Research Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, and regulations of the Nuclear Regulatory Agency.

(d) Contractor agrees fully to indemnify and save and hold harmless SARAA (the "Indemnified Parties") from and against all claims and actions and all expenses incidental to the investigation and defense thereof, including reasonable litigation expenses and attorneys' fees, based on or arising out of damages or injuries to persons or their property, resulting from Contractor, its subtenants or their officers, partners, agents, employees, contractors or invitees violating provisions of this Paragraph. The Indemnified Party or Parties shall give

to Contractor prompt and reasonable notice of any such claim or action, and Contractor shall have the right to investigate, compromise, and defend the same.

8. **Mechanics Liens.**

(a) No work performed by the Contractor pursuant to the Agreement, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of SARAA so that no mechanic's or other lien shall be allowed against the estate of SARAA by reason of any consent given by the SARAA to the Contractor to improve the Airport. The Contractor shall (if directly performing work at the Airport) or shall cause Contractor's contractor (if work is being performed under the Agreement by a contractor engaged by Contractor) timely file a duly executed and fully effective waiver of mechanics liens under the Pennsylvania Mechanics Lien Law in the Office of the Prothonotary of Dauphin County or Cumberland County, as applicable. Contractor agrees, and any contracts or subcontracts entered into by the Contractor for work at the Airport shall provide: that notwithstanding anything in said contracts or subcontracts to the contrary, the Contractor and all contractors, subcontractors, suppliers and materialmen will perform the work and/or furnish the required materials on the sole credit of the Contractor; that no lien for labor or materials will be filed or claimed against the SARAA's interest in the Airport; that the Contractor will immediately discharge any such lien filed; and that the Contractor will indemnify and save the SARAA harmless from any and all costs and expenses, including reasonable attorneys' fees, suffered or incurred as a result of any such lien against the SARAA's interest that may be filed or claimed in connection with or arising out of work undertaken by the Contractor.

(b) Contractor shall pay promptly when due all persons furnishing labor or materials with respect to any work performed by the Contractor or its contractors on or about the Airport. If any mechanic's or other liens shall at any time be filed against the Airport by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to the Contractor, and regardless of whether any such lien is asserted against the interest of the SARAA or the Contractor, the Contractor shall within ten (10) days cause the same to be discharged of record or bonded to the satisfaction of the SARAA. If the Contractor shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then in addition to any other right or remedy of the SARAA, the SARAA may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by the SARAA, including reasonable attorneys' fees incurred by the SARAA either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the rate of fifteen percent (15%), shall be due and payable by the Contractor to SARAA upon demand.

9. **License Fees and Permits.** Contractor shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local

laws and regulations insofar as they are necessary to comply with the requirements of the Agreement and the privileges extended thereunder.

10. **Assignment.** Contractor shall not assign or otherwise transfer its interest under the Agreement without obtaining the prior written consent of SARAA, which consent shall be at SARAA's sole and absolute discretion. SARAA may assign or otherwise transfer its interest, duties, rights and/or obligations hereunder to any authority or other successor in interest. SARAA may assign, pledge or take appropriate action with respect to the Agreement and its rights and interest thereunder for any purpose relating to obtaining loans, the issuance of bonds, or other revenue generating devices without obtaining the consent of the Contractor.

11. **Security.** In the event the Contractor is to access the Airport under the Agreement, SARAA is not responsible to provide, or cause to be provided, any security protection during the term of the Agreement, except for any security arrangements routinely provided by SARAA to other third party users of the Airport. The Contractor shall have the right, but shall not be obligated to provide, such security protection as it may desire at its own cost. Such right, whether or not exercised by Contractor, shall not in any way be construed to limit or reduce the obligations of the Contractor hereunder.

12. **Independent Contractors.** SARAA and the Contractor are independent Contractors, and the Agreement shall not be deemed to establish any joint venture, partnership or relationship of the parties other than that of independent contractors.

13. **Standard of Performance.** Contractor agrees to provide services under the Agreement in accordance with the highest generally accepted standards and practices for the services being provided.

14. **Termination of Agreement for Cause.** If for any reason, Contractor shall fail to timely and properly perform its obligations under the Agreement, or if Contractor shall violate any of the covenants, terms or conditions of the Agreement, SARAA may, in SARAA's sole discretion, terminate the Agreement by giving written notice to Contractor setting forth an effective date of termination which shall be no earlier than fifteen (15) days from the date of the notice. Upon receipt of a notice of termination, the Contractor shall work cooperatively with SARAA to arrange for a prompt, efficient and transfer of any work in progress under the Agreement to SARAA or any contractor selected by SARAA.

15. **Ownership and Delivery of Documents.** All documents, data, plans, reports and other materials prepared by Contractor under the Agreement shall be the property of SARAA. At the time of completion of Contractor's obligations under the Agreement, and within ten (10) days of the termination or expiration of the Agreement, whichever shall first occur, the Contractor shall deliver to SARAA, without cost to SARAA, all original plans, maps, data, materials, reports and other documents prepared by Contractor or its subcontractor under the terms of the Agreement. In addition, the Contractor, at the Contractor's cost, shall provide drawings, specifications, plans, maps, data, materials and reports in a software format selected by SARAA from the software formats being utilized by Contractor. No reports, maps, plans, or other documents produced under the Agreement shall be subject to copyright by or on behalf of Contractor.

16. **Nondiscrimination/Sexual Harassment.**

(a) During the term of this Agreement, the Contractor agrees as follows:

(i) The Contractor and any subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of race, creed, religion, color, age (40 and over), sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status who is qualified and available to perform the work to which the employment relates.

(ii) Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Agreement on account of race, creed, religion, color, age (40 and over), sex, disability, national origin, ancestry, disabled veteran status or a Vietnam-area veteran status.

(iii) The Contractor and any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice of sexual harassment will not be tolerated and employees who practice it will be disciplined.

(iv) The Contractor shall not discriminate on the basis of race, religion, color, age (40 and over), sex, disability, national origin, ancestry, disabled veteran status or Vietnam-area veteran status in the selection and retention of subcontractors or in the procurement of materials or supplies or leases of equipment. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by SARAA or any other appropriate governmental entity for purposes of investigation to ascertain compliance with the provisions of this non-discrimination/sexual harassment clause. If the Contractor does not possess documents of record reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by SARAA or any other appropriate governmental authority.

(b) The Contractor shall include as covenants, agreements and obligations of concessionaires and subcontractors, the non-discrimination/sexual harassment provisions contained in this section in all contracts and agreements, including, but not limited to, contracts for the procurement of materials or supplies

or leases of equipment. The Contractor shall take such action with respect to any subcontractor, supplier, lessor or other applicable entity as SARAA or any appropriate governmental authority may direct as a means of enforcing such provisions, including the enforcement of sanctions for noncompliance.

(c) The Contractor agrees that it shall furnish to SARAA or any other appropriate governmental authority, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E.

(d) These provisions are required by the FAA pursuant to Title 14, Code of Federal Regulations, Part 152, 45 Federal Register 10184 (February 14, 1980), as a condition of an a prerequisite to SARAA's receipt of Federal assistance in connection with certain airport facilities.

(e) SARAA may cancel or terminate this Agreement, and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this nondiscrimination/sexual harassment clause.

17. **Americans with Disabilities Act.** During the term of this Agreement, the Contractor agrees as follows:

(a) Pursuant to Federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "general prohibitions against discrimination" 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless SARAA from all losses, damages, expenses, claims, damages, suits and actions brought by any party against SARAA as a result of the Contractor's failure to comply with the provisions of this paragraph.

18. **Civil Rights.** The Contractor covenants and agrees that it will comply with all federal, state, and local laws, ordinances, rules, regulations, and orders, now or hereafter in effect, promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted on the Airport.

19. **Affirmative Action.** With respect to the Airport, the Contractor covenants and agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152,

Subpart E; that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; and that it will require that its covered suborganizations provide assurance to the Contractor that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect and to the extent that said requirements are applicable, as a matter of law, to Contractor.

20. **Subordination to U.S. Government.** This Agreement shall be subordinate to the provisions of any existing or future agreement(s) between SARAA and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to SARAA for Federal funds for the development of the Airport, provided that if any such agreements shall materially adversely affect the Contractor's right to use the Airport in accordance with this Agreement, then Contractor may terminate this Agreement upon thirty (30) days' written notice to SARAA.

21. **Waiver.** No waiver, default or failure to demand performance of any of the terms or conditions of the Agreement shall be construed as a waiver of any subsequent default of any of the terms and conditions of the Agreement, and neither party shall be precluded from later enforcing any of the terms and conditions of the Agreement.

22. **Notices.** Any notices, demands, requests or other instruments which are or may be required or permitted hereunder, shall be deemed sufficiently given if delivered (i) in person, or sent by (ii) registered or certified United States mail, postage prepaid, return receipt requested, or (iii) by a nationally recognized overnight courier services, such as Federal Express, for next business day delivery and addressed to SARAA or the Contractor at the addresses set forth below:

To SARAA: Mr. Timothy J. Edwards, Executive Director
Susquehanna Area Regional Airport Authority
Harrisburg International Airport
One Terminal Drive
Middletown, PA 17057

with a copy to: Deputy Director of Finance
Susquehanna Area Regional Airport Authority
Harrisburg International Airport
One Terminal Drive
Middletown, PA 17057

To Contractor: _____

or at such other person or address as either party may specify by notice given as provided herein to the other party. All notices shall be deemed to have been given upon receipt, except for notices sent by certified mail, return receipt requested, which the addressee party refuses

delivery. In that event, the notice shall be deemed to have been given on the date on which the party first refuses delivery.

23. **Confidentiality**. No documents, data, plans, reports or other documents or materials arising out of the Agreement shall be made available by Contractor to any other individual or entity without the prior written consent of SARAA.

24. **Availability of Records**. Contractor agrees to keep all records pertaining to the services performed under the Agreement and to make such records available to SARAA and the Federal Aviation Administration during the term of the Agreement and for a period of not less than three (3) years following the final payment for services performed under the Agreement. If requested in writing, the Contractor shall make copies of such records available to SARAA at the offices of SARAA, at the Contractor's cost.

25. **Successors**. Respective rights and obligations provided in the Agreement shall bind and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Contractor unless SARAA's written consent for the transfer to such successor has first been obtained.

26. **Captions**. Marginal captions, titles or exhibits to the Agreement are for convenience and reference only, and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of the Agreement.

27. **Entire Agreement**. The Agreement, including all exhibits, contains all of the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof. There are not customs, promises, terms, conditions or obligations referring to the subject matter or inducements leading to the execution thereof, other than those contained herein.

28. **Interpretation**. In interpreting the Agreement, there shall be no inference, by operation of law or otherwise, that any provision of the Agreement shall be construed against either party hereto. The Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting or causing the Agreement to be drafted.

29. **Governing Law**. The Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law provisions. Any action to enforce or interpret this Agreement or otherwise arising from this Agreement shall be brought in the Court of Common Pleas of Dauphin County, Pennsylvania.

30. **Amendment**. The Agreement shall not be amended except by a writing executed by both parties.

31. **Severability**. If any term or provision of the Agreement, or any application thereof, shall be held invalid or nonenforceable, the remaining terms and provisions of the

Agreement, or the application of such terms or provisions which have been held valid or enforceable, shall not be affected thereby.

32. **Counterparts/Facsimile**. The Agreement may be executed in any number of identical counterparts, all of which shall evidence only one agreement. A signature to the Agreement delivered by telecopier or other artificial means shall be deemed valid if a manually signed copy of such signature is delivered within two (2) days after such telecopy or other signature is delivered.

33. **Contractor Integrity**. The Contractor integrity provisions attached hereto as Exhibit "A" and incorporated herein by this reference shall be applicable to the Agreement.

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the SUSQUEHAINNA AREA REGIONAL AIRPORT AUTHORITY, One Terminal Drive, Suite 300, Harrisburg International Airport, Middletown, Pennsylvania 17057, hereinafter referred to as SARAA, and _____ located at _____ hereinafter referred to as Contractor.

WHEREAS SARAA desires to retain Contractor for **maintenance** services relative to the **Chillers** located at Harrisburg International Airport, One Terminal Drive, in Middletown, Pennsylvania, to include all labor, materials, tools, equipment, insurances, taxes, engineering, materials handling and transport required, for the period covering **three (3) years** from the date this contract is awarded and

WHEREAS Contractor desires to provide said services to SARAA.

NOW, THEREFORE, SARAA and Contractor, for the considerations hereinafter set forth agree as follows:

SECTION I - SERVICES TO BE PROVIDED

1.1 General. SARAA agrees to retain Contractor and Contractor agrees to perform services for SARAA in accordance with the Contract Documents as set forth in the Invitation to Bid.

1.2 Specific Service: It shall be SARAA's sole discretion to define the services to be provided by Contractor with regard to each specific service for which SARAA determines Contractor shall provide services under this Agreement. The services shall be included in each Supplemental Agreement, as defined in Section 2.3 below.

1.3 Compliance with Laws and With Standard Practices and Requirements. In providing services to SARAA, Contractor shall comply with all applicable laws, ordinances, regulations rules and other federal, state and local governmental requirements. In addition, Contractor shall ascertain the standard practices of SARAA, applicable Local and State government units, and the Federal Aviation Administration prior to beginning any of the work under this Agreement. Work required under this Agreement shall be performed in accordance with these standard practices. In the event that provisions of these standard practices are in conflict or strict adherence to same is impossible or undesirable, Contractor may, with the prior written approval of SARAA, deviate from such standards. In each instance, Contractor shall adhere to the higher of the standard practices set forth in this Section 1.3, or the standard practices provided in Section 1.1. Contractor shall certify to SARAA in writing, when requested, that work performed under this Agreement conforms to the applicable standards.

1.4 Indemnity and Limitation. Contractor shall indemnify and hold harmless SARAA from and against any and all claims, suits, actions, judgements, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of Contractor's failure to perform work in accordance with the applicable standards and practices provided under this Agreement or otherwise resulting from or arising out of the negligence of Contractor or their respective officers, employees, contractors or agents.

1.5 Labor Law Requirements. Contractor specifically agrees to comply with all applicable Federal and State Labor Law requirements, and with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR PART 60).

1.6, Provisions Concerning the Americans with Disabilities Act. During the term of this contract, Contractor agrees as follows:

(a) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR 35.101 et seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by SARAA through contract with outside contractors.

(b) Contractor shall be responsible for and agrees to indemnify and hold harmless SARAA from all losses, damages, expenses, suites, and actions brought by any party against SARAA as a result of Contractor's failure to comply with the provisions of paragraph (a) above.

SECTION 2 - GENERAL CONDITIONS

2.1 Insurance. Contractor shall purchase and maintain insurance for protection from claims under worker's or workmen's compensation acts; claims for damage because of bodily injury, including personal injury, sickness, disease or death of any of the Contractor employees or of any person; from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom and from claims arising out of the performance of this Agreement and caused by negligent acts for which Contractor is legally liable. Insurance coverage shall be maintained in accordance with the standards and the limits as set forth in each supplemental agreement that assigns work to Contractor. The General liability policy shall name SARAA as an Additional Insured and shall provide SARAA with not less than thirty (30) days notice of cancellation, termination or non-renewal of coverage. Contractor shall provide SARAA with a certificate evidencing the required coverage before providing any services under this Agreement.

2.2 Assignment. Neither SARAA nor Contractor shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates and consultants as Contractor may deem appropriate to assist in the performance of services hereunder.

2.3 Termination or Suspension of this Agreement. This Agreement and any Supplemental Agreement may be terminated by either party hereto upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or a Supplemental Agreement through no fault of the terminating party. This Agreement or a Supplemental Agreement may also be terminated by SARAA at its sole discretion, without cause, only upon fourteen (14) days' written notice to Contractor.

In the event SARAA terminates any Supplemental Agreement, without cause and with the required fourteen (14) days' written notice, Contractor shall cease its services upon receipt of the written notice from SARAA and Contractor will be paid for services performed by Contractor prior to the termination. In the event of any such termination, Contractor also will be reimbursed for the charges of the Subcontractors and any other independent professional associates and consultants engaged by Contractor to render services, and paid for all reimbursable expenses, including reimbursable expenses directly attributable to termination.

2.4 Contractual Disputes. Any disputes regarding this Agreement which cannot be resolved between SARAA and Contractor shall be filed in the Court of Common Pleas of Dauphin County, Pennsylvania.

SECTION 3 - SARAA'S RESPONSIBILITIES

SARAA shall do the following in a timely manner so as not to delay, the services of Contractor:

3.1 General. Provide all criteria and full information as to SARAA's requirements for the service, including constraints, performance requirements, flexibility and expandability, and any budgetary limitations.

Assist Contractor by placing at Contractor's disposal all available information pertinent to the service, including previous reports and any other data relative to this service.

3.3 Access. Arrange for access to and make all provisions for Contractor to enter upon public and private property as required for Contractor to perform services under this Agreement.

3.8 Hazardous Materials. SARAA shall indemnify and hold harmless, Contractor and its consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of Contractor's or its consultants, agents or employees' suspect or discovery of hazardous materials, provided that Contractor shall be deemed to have reviewed and be familiar with the Memorandum of Understanding (the "MOU") between the Pennsylvania Department of Environmental Protection and SARAA (as assignee of PennDOT) concerning the obligation of SARAA with regard to environmental conditions at Harrisburg International Airport and the documents referenced therein and Contractor agrees to take no action which would be a violation of the MOU and related documents and to not disturb the surface of the Harrisburg International Airport without the written consent of SARAA. Contractor covenants that Contractor, its agents contractors and employees will not discharge dump, spill or store within the Harrisburg International Airport any "Hazardous Substances" (as defined in the Comprehensive Environmental Response and Compensation Liability Act of 1980, as amended, or any other applicable Federal, State, or local law, statute or ordinance) in violation of any environmental laws, rules, regulations or ordinances and shall not disturb the surface of the Airport. If any Hazardous Substances are disposed of, released or discharged on, in, or under the Harrisburg International Airport in violation of the environmental laws, rules, regulations or ordinances or the surface of the Harrisburg International Airport, is disturbed by Contractor or its agents, contractors or employees, then all costs of removal incurred by, all liability imposed upon, or damages suffered by SARAA because of the same shall be borne by Contractor. Contractor further agrees to indemnify, defend and hold SARAA and its directors, officers, employees and agents harmless from any claim, judgment, damage, penalty, fine, liability (including sums paid in settlements of claims) or loss, including reasonable attorneys' fees and litigation costs, which arise as a result of Contractor's breach of the covenant contained herein.

SECTION 4 – PAYMENT

Payment by SARAA for services of Contractor shall be made as follows:

4.1 Payment for services rendered shall be payable monthly, upon presentation of invoices to SARAA.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

**SUSQUEHANNA AREA REGIONAL
AIRPORT AUTHORITY**

Attest:

(Executive or Deputy Director)

Attest:

CONTRACTOR

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
CHILLER MAINTENANCE
Project No. 2017-010**

WAIVER OF LIEN

This instrument is executed on the _____ day of _____, 20____ by _____ (the "Contractor"), for the benefit of the Susquehanna Area Regional Airport Authority ("Owner"), a Municipal Authority organized and existing under the laws of the Commonwealth of Pennsylvania.

W I T N E S S E T H

- A. Owner has entered into an Agreement with Contractor for Project No. **2017-010** (the "Contract") to/for

CHILLER MAINTENANCE

- B. By the terms of the Contract, Contractor has covenanted, promised and agreed that no mechanics' or materialmen's liens will be filed or maintained against the Project or the estate or title of Owner in the Project or any part thereof, or the appurtenances thereto, either by itself or anyone else for or on account of any work, labor or materials supplied in the performance of the Contract, or under any supplemental contract or for extra work, or in the erection, construction or completion of the Project or any appurtenance thereto.

NOW, THEREFORE, in consideration of the covenants contained in the Contract and other lawful consideration the receipt of which is acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

- (1) **WAIVER OF LIEN.** Contractor, for itself, its subcontractors, materialmen, laborers, suppliers, and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanic's lien, or notice of intention to file any lien, and does hereby covenant, promise and agree, to the extent permitted by law, that no mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the Project, or the appurtenances thereto, by or in the name of Contractor, or any subcontractor, materialman, laborer or supplier for work done or materials furnished under the Contract, or by any other party acting through or under them or any of them for and about the Project or any part thereof.
- (2) **INDEPENDENT COVENANT.** This Agreement, waiving the right of lien, shall be an independent covenant, shall operate and be effective irrespective of Owner's performance under the Contract, and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the Project.
- (3) **REMOVAL OF ANY LIEN.** If any such mechanic's lien or other lien of any kind whatsoever shall be filed or maintained against the Project or the estate or title of the Owner in the Project, or appurtenances thereto, Contractor promptly and at its expense shall cause such lien to be removed or satisfied.
- (4) **POWER OF ATTORNEY TO SATISFY LIEN.** In order to give Owner full power and authority to protect itself, the Project, the estate or title of the Owner therein, and the appurtenances thereto, against any and all liens filed by the Contractor or anyone acting under or through it in violation of the foregoing covenant, the Contractor, to the extent permitted by law, hereby irrevocably authorizes and empowers any lawful Attorney to appear as Attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the Contractor or of any subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenant, or cause to be filed and served in connection with such lien or liens, any pleading or instrument and to incorporate therein the waiver contained in this instrument. The Contractor for itself, and for any of its subcontractors, materialmen, laborers and/or suppliers, does

**Susquehanna Area Regional Airport Authority
HARRISBURG INTERNATIONAL AIRPORT
CHILLER MAINTENANCE
Project No. 2017-010**

hereby remiss, release and quit claim all rights and all manners of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, or instrument.

- (5) **WORK NOT COMMENCED.** Contractor hereby represents and warrants that no work of any kind or nature has yet been done on the Project and no materials whatsoever have as yet been furnished to the Project by anyone under, toward or in connection with the execution or performance of the Contract and that no such work shall be done and no such materials shall be furnished until receipt of notice from Owner authorizing the same.
- (6) **FILING WITH PROTHONOTARY.** This instrument is made and intended to be filed with the Prothonotary Office located in the area of the Project's job site, in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania.

IN WITNESS THEREOF, the undersigned Contractor has executed this instrument as of the day and year first above written.

ATTEST:

CONTRACTOR:

(SEAL)

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF _____:

On this the _____ day of _____ 20____, a Notary Public in and for the Commonwealth of Pennsylvania personally appeared _____ who acknowledged _____self to be the _____ of a Pennsylvania Corporation, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: