

**ATTACHMENT C**

**CONTRACT  
FOR  
JANITORIAL/SKYCAP SERVICES  
AT  
BISHOP INTERNATIONAL AIRPORT AUTHORITY**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2018 between the **BISHOP INTERNATIONAL AIRPORT AUTHORITY**, an airport authority organized and existing under the laws of the State of Michigan, having its offices at the Bishop International Airport, G-3425 West Bristol Road; Flint, Michigan 48507, (hereinafter the "Authority"), and \_\_\_\_\_ whose address is \_\_\_\_\_, (hereinafter, "Contractor").

**WITNESSETH:**

**WHEREAS**, The Authority is the operator of Bishop International Airport (hereinafter, "Airport"), located in the City of Flint, County of Genesee, State of Michigan; and

**WHEREAS**, The Contractor agrees to provide janitorial and skycap services under the terms and conditions hereinafter expressed; and

**WHEREAS**, the Authority deems an Agreement between the parties to be advantageous to itself, the public and the efficient operation of the Airport.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

**ARTICLE 1**

Description of Duties

The Contractor shall perform in a professional manner all of the job responsibilities as outlined and described in the bid documents, to include the Invitation to Bid document, Exhibits "A" and "B", attached hereto and incorporated herein by reference, in accordance with the schedule set forth in

said Exhibits.

## **ARTICLE 2**

### Parking

The Authority shall make available to the Contractor's employees, only during the employee's working hours, free parking in an area designated by the Authority.

## **ARTICLE 3**

### Undertakings of Contractor

1. The Contractor agrees to provide good, prompt, efficient and courteous service adequate to meet the demands for its service at the Airport, as defined in Exhibits A and B.
2. The Contractor shall control the conduct and demeanor of its agents and employees.
3. Contractor agrees to supply and require its employees to wear suitable attire when performing janitor services, and the attire specified in Exhibit B when performing skycap services. Contractor shall require its employees to wear or carry badges, which shall be subject to the prior and continuing approval of the Authority.
4. Contractor shall keep all unauthorized personnel in its employ off the Airport Operational Areas as designated by the Authority.

## **ARTICLE 4**

### Term

1. The term of this Agreement shall be for 5 Years with an anticipated beginning date of

November 1, 2018 and expiring on November 30, 2023.

2. The term may, at the Authority's sole discretion, be extended for an additional three-year option period. The Authority shall notify the Contractor of its intent to exercise its option to extend this Contract, by giving the Contractor ninety (90) days advance written notice. If the agreement is extended, the price and if necessary, modifications to the terms and conditions will be determined through negotiations.

**ARTICLE 5**

Contract Price

Payment for all services rendered herein shall be as follows:

<u>Year</u>	<u>Annual Lump Sum</u>	<u>Monthly Installment</u>
2018-2019	\$ _____	\$ _____
2019-2020	\$ _____	\$ _____
2020-2021	\$ _____	\$ _____
2021-2022	\$ _____	\$ _____
2022-2023	\$ _____	\$ _____

Payment for services shall be made in equal monthly installments as identified above. The Contractor shall be responsible for invoicing the Authority on a monthly basis. The Authority shall have 14 days from receipt of a proper invoice in which to submit payment to the Contractor. . If it is necessary for the Authority to accomplish required items that were not completed by the Contractor, the actual costs of performing this work will be deducted from the invoice. These costs will be based

on either the actual costs (including wages and fringes) of airport maintenance personnel or another janitorial service.

## **ARTICLE 6**

### Taxes, Licenses, Debts, Liens and Mortgages

1. The Contractor shall promptly pay, when due, any and all taxes or assessments which may be assessed upon its property located at the Airport.
2. The Contractor shall promptly pay, when due, all taxes, license fees and permit fees applicable to its business and acquire and keep current all licenses and permits, municipal, state and federal, required as a result of its operations at the Airport.
3. The Contractor shall promptly pay, when due, all bills, debts and obligations incurred by Contractor in connection with its operations or activities at the Airport.

## **ARTICLE 7**

### Assignment

The Contractor agrees that it will not sell, convey, transfer or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Authority.

## **ARTICLE 8**

### Termination of Agreement

1. This Agreement shall expire at the end of the full term hereof, unless extended pursuant to Article 4.

2. The Authority shall have the right to terminate this Agreement for a violation of any condition or provisions of this agreement to include the Invitation to Bid document and Exhibits A and B t any time after ten (10) days, written notice has been given to the Contractor unless the violation has been corrected within such ten (10) day period or, if the violation by its nature cannot reasonably be corrected within such ten (10) day period, unless corrective action has been commenced within said ten (10) day period and thereafter diligently completed.
3. The Authority shall have the right to terminate this Agreement upon or after the happening of any of the following events:
  - A. Assignment for Creditors. The Contractor shall make a general assignment for the benefit of creditors.
  - B. Bankruptcy. The Contractor shall file a petition for relief as a debtor under any section or chapter of the Federal Bankruptcy Code, as amended from time to time, or under similar law or statute of the United States or the State of Michigan; or a petition or an answer proposing the entry of an order for relief against the Contractor as a debtor in a bankruptcy or reorganization proceeding under any present or future bankruptcy or similar law shall be filed in any Court.
  - C. Receivership. A receiver, trustee, or custodian shall be appointed for all or substantially all of the assets of the Contractor in any proceeding brought by or against the Contractor or the Contractor shall consent to, or acquiesce in, such appointment in any such proceeding.

4. The Authority shall have the right to terminate immediately this Agreement upon Contractor's abandonment of its operation at the Airport for a period of twenty-four (24) hours.
5. If this Agreement is terminated by the Authority, such termination shall be without prejudice to any other remedies available to the Authority for the Contractor's default, absent such termination. The provisions of this Agreement regarding indemnification shall survive the expiration or early termination of this Agreement.
6. The Contractor may terminate this Agreement upon or after the default by the Authority in the performance of any covenant herein required to be performed by the Authority, which covenant substantially affects the Contractor's ability to conduct its business under this Agreement, and the failure by the Authority to cure or to commence to cure and diligently pursue such cure within ten (10) days after receipt of notice of such default from the Contractor.
7. Personal property of the Contractor shall be removed at the Contractor's expense, within ten (10) days of the expiration or termination of this Agreement. In the event the Contractor fails to remove its personal property within said ten (10) day period, the property will be deemed abandoned and the Authority may remove and store the property at the expense of the Contractor, or remove and sell the property the cost of removal and sale being deducted from the proceeds of the sale. If the Authority decides to remove and store that decision shall not affect the fact of abandonment and the Authority shall assume no responsibility for the safe keeping of the property.

## **ARTICLE 9**

### Indemnification and Insurance

1. The Authority shall stand indemnified by the Contractor as provided herein. It is expressly understood and agreed by and between the parties that the Contractor is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Authority shall in no way be responsible therefore.
2. The Contractor agrees to indemnify, defend, save and hold harmless the Authority, its officers, directors, agents and employees from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands, and expenses, including costs of suit and attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out as a result of bodily injury (including death) to any person or damage to any property or person, arising out of any acts or omissions of the Contractor, its agents, guests, invitees, employees, or contractors in connection with the Contractor's operations at the Airport.
3. The Authority shall notify the Contractor upon the filing with the Authority of a claim for damages arising out of, or alleged to arise out of, any incident for which the Contractor has agreed to indemnify, defend, save and hold harmless the Authority. Any final judgment rendered against the Authority for any cause for which the Contractor is liable hereunder shall be conclusive against the Contractor as to liability and amount provided the Authority has notified the Contractor of such claim as provided above.
4. The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement minimum levels of insurance coverage in the amounts (additionally described in the Invitation to Bid document) and upon the terms set



forth below.

- A. Comprehensive General Liability. The Contractor shall procure and maintain a comprehensive general liability insurance policy with minimum limits of \$1,000,000 per occurrence. Said policy shall include the following coverages: Premises - Operations, Independent Contractors and Subcontractors, Products and Completed Operations, Broad Form Contractual, Automobile. Contractual liability coverage shall specifically insure the hold harmless provision of this Agreement.
- B. The Authority, Genesee County, and the City of Flint and their officers, directors, agents and employees shall be named as additional insureds on the policies of insurance. The policies shall be written by reputable companies authorized to write such insurance in the State of Michigan, rated no less than A-IX by A.M. Best, and satisfactory to the Authority. Policies shall provide that thirty (30) days written notice be given to the Authority before a policy is canceled, materially changed or not renewed. The usual words in the cancellation clause of the insurance certificate which state "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be stricken. The Contractor shall furnish to the Authority copies of the required insurance policies and Certificates of Insurance in a form satisfactory to the Authority.
- C. The Contractor shall not violate the terms or prohibitions of insurance policies required to be furnished by the Contractor. The Contractor shall promptly notify the Authority of any claim or loss under such insurance policies and certify that proper notice has been given to the appropriate insurance carrier.

- D. Worker's Compensation. The Contractor shall at all times during the course of its operations at the Airport maintain full worker's compensation insurance in the form and amounts: Employers Liability – each accident \$1,000,000; Disease Policy Limit – \$1,000,000; and Disease each employee - \$1,000,000.
- E. Automobile: Michigan "no-fault" coverage and residual liability, comprehensive form, covering own, hired and non-owned automobiles. Minimum limits: \$1,000,000/ occurrence bodily injury, \$50,000 property damage, or \$1,000,000 combined single limit.
- E. Upon failure of Contractor to furnish, deliver and maintain such insurance as above provided, the Authority may obtain such insurance and charge Contractor the cost of the insurance plus all appropriate administrative charges and incidental expenses associated with the transaction, which sum shall be immediately due and payable on receipt of a billing from the Authority.
- F. All insurance coverages of the Contractor, whether required or not, shall contain a Waiver of Subrogation clause, waiving subrogation against the Authority.

**ARTICLE 10**

Notices

Notices to the parties shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to:

The Authority: Bishop International Airport Authority  
G-3425 West Bristol Road  
Flint, MI 48507  
ATTN: Airport Director

The Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: Insert Title Here (President/CEO)

or to such other address as may be designated by the parties from time to time.

**ARTICLE 11**

Non-Discrimination

1. Compliance with Title VI of the Civil Rights Act of 1964:
  - A. The Lessee for itself, its successors interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event Permanent Improvements are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Unites States Department of Transportation program or activity is extended

or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- B. The Lessee does hereby covenant and agree as a covenant running with the land that:
- i. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - ii. That in construction of any Permanent Improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the provision of such construction or services.
  - iii. The Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
2. Compliance with 14 CFR 152 and Regulations Prescribed to Carry Out This Section: Lessee shall assure that no person is excluded from participating in, denied the benefits of, or is otherwise subjected to discrimination in the conduct of its activities, on the grounds of race, creed, color, national origin or sex and shall comply with the requirements of 14 CFR 152, Subpart E to the extent that such requirements are applicable to Lessee's activities at the

Airport.

3. Compliance with 49 U.S.C. 41705: In providing air transportation, the Lessee agrees that it will not discriminate against an otherwise qualified individual on the following grounds:
  - A. The individual has a physical or mental impairment that substantially limits one or more major life activities.
  - B. The individual has a record of such an impairment.
  - C. The individual is regarded as having such an impairment.
4. Compliance with 49 USC 47123 deals with non-discrimination but does not mention handicaps: “The Secretary of Transportation shall take affirmative action to ensure that an individual is not excluded because of race, creed, color, national origin, or sex from participating in an activity carried out with money received under a grant under this subchapter. The Secretary shall prescribe regulations necessary to carry out this section. The regulations shall be similar to those in effect under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). This section is in addition to title VI of the Act.”
5. Compliance with Lease Agreement between the Authority and the City of Flint: The Lessee agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter related to employment because of such employees or applicant's race, color, religion, national origin, ancestry, age or sex, except where a requirement as to age or sex is based on a bona fide occupational qualification.
6. Compliance with sections 1209 and 2209 of MCLA Chapter 37: Lessee and its subcontractors are not to discriminate against an employee or applicant for employment with

respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Furthermore, the Lessee and its subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of these covenants may be regarded as a material breach of the Agreement.

7. Cooperation with Enforcement Procedures: The Lessee further agrees to comply with such enforcement procedures as the United States might demand that the Authority take in order to comply with its Sponsor's Assurances to the United States.

## **ARTICLE 12**

### Conformity with Laws, Ordinances, Rules and Regulations

1. Contractor's performance of its obligations under this Agreement shall be carried out in conformity with applicable federal, state and local laws, ordinances, rules and regulations,, including but not limited to all orders, rules, and regulations of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA), and the Department of Homeland Security (DHS), as they exist now and as they may be amended from time to time. Provided, however, that such Airport rules and regulations formulated by the Authority shall be deemed null and void when preempted by Federal Law. The Authority reserves the right to deny access to the Airport to any person, firm or corporation that fails or

refuses to obey and comply with such rules, regulations or laws. The Contractor shall require that its employees, agents, representatives, or contractors comply with such laws, ordinances, rules and regulations. The Authority reserves the right to deny access to the Airport to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws.

### **ARTICLE 13**

#### **General Provisions**

1. The Authority reserves the right to further develop or improve the Airport as it sees fit.
2. The Authority reserves the right to maintain and keep in repair the landing area and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Contractor in this regard.
3. This Agreement shall be non-exclusive and subordinate to the provisions of the Master Lease between the City of Flint and the Authority and to the provisions of any existing or future agreements between the Authority and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
4. All agreements included are conditional limitations and not mere covenants, and shall be binding upon the representatives, heirs and successors of the parties.
5. Each of the rights and remedies provided by this Agreement shall be cumulative and shall not be exclusive of any other rights or remedies provided by this Agreement or allowed by law.
6. Failure by either party to insist upon strict performance by the other party of any of the terms

or conditions herein contained shall not be a waiver of the right of either party to thereafter enforce any such term or condition, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive either party of any co-existing right to seek damages or other remedies arising from the defaults of the other party.

7. This Agreement shall be performable and enforceable in Genesee County, Michigan, and shall be construed in accordance with the laws of the State of Michigan.
8. This Agreement is made for the sole and exclusive benefit of the Authority and the Contractor, their successors and assigns, and is not made for the benefit of any third party.
9. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
10. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
11. Nothing herein contained shall create or be construed to create a co-partnership between the Authority and the Contractor or to constitute the Contractor an agent of the Authority. The Authority and the Contractor each expressly disclaim the existence of such a relationship between them.
12. In the event any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision contained in this Agreement; provided that the validity of such covenant, condition or provision does not



materially prejudice either the Authority or the Contractor in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

13. Force Majeure. Neither the Authority nor the Contractor shall be deemed to be in violation of this Agreement for reason of failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes embargoes, shortages of material, acts of God, acts of the public enemy, acts of public authority, flight restrictions, weather conditions, riots, rebellion, accidents, sabotage or any other events, conditions or circumstances for which it is not responsible and/or which are not within its control.
14. Definition of the Term "Days." As used within this Agreement, the term "days," whether used for purposes of giving notice or for accomplishing any task to be done, shall mean calendar days unless otherwise expressly noted.
15. Conflict of Interest. The Contractor covenants and agrees that, upon the signing of this Agreement, or within five (5) days after the acquisition of any interest herein described during the term of this Agreement, the Contractor shall disclose in writing to the Authority whether any board member, officer or employee of the Authority has or hereafter acquires any direct, indirect, legal or beneficial interest in the Contractor or in any contract lease or agreement between the Authority and the Contractor, or in any franchise, concession, right or privilege of any nature herein or otherwise granted by the Authority to the Contractor.

## **ARTICLE 14**

### Entire Agreement

1. This Agreement consists of Articles 1 to 14, inclusive, and the bid documents, to include the

Invitation to Bid document, Exhibits "A" and "B".

2. It constitutes the entire agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the Authority and the Contractor. The parties agree that no other representations or warranties shall be binding upon the Authority or the Contractor unless expressly in writing in this Agreement.

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

SIGNED IN THE PRESENCE OF:

**BISHOP INTERNATIONAL AIRPORT  
AUTHORITY (Authority)**

\_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

\_\_\_\_\_

By: \_\_\_\_\_  
Secretary

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
President/CEO