



INVITATION TO BID (#22-64)

.....
COMMERCIAL HOOD CLEANING AND MAINTENANCE
.....

ATTENTION: This is not an order. Read all instructions, terms, and conditions carefully.

IMPORTANT: Bids must be received no later than 2:00 p.m. Eastern Time (ET) on Thursday, September 1, 2022.

BID INVITATION #: 22-64

DATE ISSUED: August 11, 2022

**KENTON COUNTY AIRPORT BOARD
INVITATION TO BID
COMMERCIAL HOOD CLEANING AND MAINTENANCE (#22-64)**

Pursuant to the provisions of KRS 424.260, the Kenton County Airport Board ("KCAB") will receive bids for COMMERCIAL HOOD CLEANING AND MAINTENANCE at the Cincinnati/Northern Kentucky Int'l Airport ("CVG"). Bids will be received no later than September 1, 2022, at 2:00 p.m. ET. No bids will be accepted after that time unless such date or time is extended pursuant to an addendum issued by KCAB.

A pre-bid meeting will be held on August 17, 2022 at 11:00 a.m. ET at Ticketing Level of the Main Terminal. Please RSVP by August 16, 2022 through KCAB's online bidding system which can be accessed at <http://www.cvgairport.com/bids> under "PlanetBids & New Vendor Registration". Select Invitation #22-64 and provide the name of the person(s) attending. NOTE: Although attendance at the pre-bid meeting is not limited, the subsequent walkthrough is limited to a maximum of two (2) persons per company.

KCAB reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to KCAB.

Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.

KCAB, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Further information and copies of the Invitation to Bid (ITB) may be downloaded from our website <http://www.cvgairport.com/bids> - PlanetBids & New Vendor Registration.

**KENTON COUNTY AIRPORT BOARD
Candace S. McGraw, Chief Executive Officer
CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT
Hebron, KY 41048**

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SCHEDULE OF EVENTS

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| • August 17, 2022 at 11:00 a.m. | Pre-bid meeting and site visit. |
| • August 22, 2022 | Deadline for questions to be submitted. |
| • August 25, 2022 | Answers to questions issued. |
| • September 1, 2022 at 2:00 p.m. | Bids due. |

KCAB reserves the right to modify or alter the schedule of events to such extent as may be beneficial to KCAB.

SECTION A - GENERAL INFORMATION & BID INSTRUCTIONS

A.1 BACKGROUND AND SCOPE

The Kenton County Airport Board (“KCAB”) is soliciting bids for the Commercial Hood Cleaning and Maintenance at the Cincinnati/Northern Kentucky International Airport (“CVG”).

A.2 SUBMISSION OF BIDS

Responses to this ITB must be submitted electronically through KCAB’s online bidding system which can be accessed at <http://www.cvgairport.com/bids> under “PlanetBids & New Vendor Registration”. Select the project titled Commercial Hood Cleaning and Maintenance (Invitation #22-64) and follow the instructions for submittal. The completed and signed bid (together with all required attachments) must be transmitted and received in the system no later than September 1, 2022 at 2:00 p.m. ET. Bidders should allow for sufficient time to upload and transmit all required information. Bidder is solely responsible to ensure its submission is transmitted prior to the due date and time. KCAB will not accept submissions after the due date and time and is not responsible for any error in transmission including but not limited to power outage, internet connectivity, unauthorized access, etc.

A.3 BID QUESTIONS

KCAB is not bound by, and bidders may not request or rely on any oral interpretation or clarification of this ITB. Therefore, any questions regarding this ITB are encouraged and must be submitted electronically using the Q&A tab of this ITB on KCAB’s online bidding system, which can be accessed at <http://www.cvgairport.com/bids> under “PlanetBids & New Vendor Registration”.

Questions received on or before the Deadline to Submit Questions in the Schedule of Events will be posted on the Q&A tab of this ITB on the bidding system per the Schedule of Events. Answers to questions from any Bidder will be available to all Bidders.

All communications regarding this invitation to bid shall only be through the Contract and Procurement Administration Department. No communication is to be directed to any other KCAB personnel unless otherwise instructed by the Contract and Procurement Administration Department. Failure to comply may result in the disqualification of bidder’s submittal.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this ITB or to provide additional information, KCAB will issue addenda to all recipients of this ITB.

A.5 SCOPE OF SERVICES

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- A.5.1 The successful bidder (“Contractor”) must clean and perform required maintenance on the hoods listed on Attachment A.
- A.5.2 Contractor must inspect and clean all sections of the hood, duct work, fire dampers, exhaust fan, etc. of each commercial hood on a quarterly basis. Every location will be cleaned at least quarterly unless the location is closed, according to KCAB. Equipment must be cleaned to remove combustible contaminants to a minimum of 0.002 inches.
- A.5.3 Contractor must notify KCAB if additional access panels are needed to properly inspect and clean equipment and provide a price to fabricate and install after their initial visit.
- A.5.4 Contractor must place a label with the name of the company and date of cleaning on all access panels and near the hood on/off switch upon completion of service.
- A.5.5 Contractor must test the function of the system in conjunction with any make-up air unit upon completion of service to ensure all dampers are open and functioning.
- A.5.6 Contractor must clean any grease from rooftop of building that has been deposited by the exhaust hood. Contractor must clean any overflow or drip cups as part of the service. Contractor must provide a price to replace any drip cups that are not protected from the weather with a different type to prevent them from filling with rain and washing grease onto the roof.
- A.5.7 Contractor must not apply any cleaning products to fusible links and must replace fusible links on a semi-annual basis.
- A.5.8 Contractor must work in one building at a time until all units are complete. Concession spaces will be completed during off hours while the location is closed for business; however, North ARFF and South ARFF will be done during normal working hours.
- A.5.9 Contractor shall provide one invoice with separate line items for each location after each building is complete. Contractor must provide a written report with before and after pictures, specifying what work was performed, and listing any deficiencies that need to be addressed with invoices.
- A.5.10 Contractor must provide hourly rates and percentage of mark-up for parts for any additional repairs that are needed.
- A.5.11 Contractor shall ensure that all work conforms to all state and federal regulations, KCAB rules and regulations, state and local building codes, and all applicable regulations or standards, including the latest edition of the NFPA 96 standard. Contractor is responsible for all required permits and inspections.

A.6 BID REQUIREMENTS

Each bid must include the following written information:

- A.6.1 Pricing must be all-inclusive and delivered to the address specified inclusive of all transportation charges FOB Cincinnati/Northern Kentucky International Airport.

Bids must be submitted electronically using the Line Items tab on KCAB’s electronic bidding system. Submittals must be confirmed by a duly authorized official of the bidding company.

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- A.6.2 A separate section that states in writing all exceptions to this ITB or sample contract attached. Exceptions should list referencing page and paragraph numbers. If no exceptions are taken, the bid must include a statement that the bidder takes “No Exceptions”.
- A.6.3 Copy of bidder’s certificate(s) of insurance showing proof of required coverages and limits listed in this ITB and attached proposed agreement.
- A.6.4 Completed applicable bidder residence form.

A.7 KENTUCKY OPEN RECORDS ACT

Each bidder must specifically identify any portion of its bid which it deems confidential, or which contains proprietary information, patents, copyrights or trade secrets. Bidder should provide justification of what material should not be disclosed, upon request, by KCAB to a third party. All documents received by KCAB are subject to general inspection under the provisions of Kentucky Revised Statutes Chapter 61.870 et seq, the “Kentucky Open Records Act”, subject to very narrow exceptions. These statutes may require disclosure of documents a bidder deems confidential. KCAB may otherwise use or disclose the data submitted by each bidder for any purpose, unless such data is so identified as confidential or proprietary by the bidder. The bidder’s opinion of proprietary information is not necessarily binding upon KCAB.

A.8 ACCEPTANCE PERIOD

Bids in response to this Invitation to Bid shall indicate that they are valid for a period no less than ninety (120) days from the closing date.

A.9 AWARD

- A.9.1 KCAB intends to award a contract or contracts resulting from this solicitation to the responsible bidder whose bid represents the best value after evaluation.
- A.9.2 KCAB reserves the right to waive any informality or irregularity in any bid guaranty, to reject any or all bids, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible bidder to such extent as may be beneficial to KCAB.
- A.9.3 KCAB intends to evaluate bids and award a contract without discussions with bidders. Therefore, the bidder’s initial bid should contain the bidder’s best terms from a cost or price and technical standpoint.
- A.9.4 KCAB reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered.
- A.9.5 KCAB reserves the right to make multiple awards if, after considering the bids submitted, it is in KCAB’s best interest to do so.
- A.9.6 The successful bidder will be required to enter into a contract substantially in the form of the contract attached to this Invitation to Bid and incorporated by reference. **All bidders are required to note any exception(s) to this Invitation to Bid or the attached contract and are required to specifically state the exception(s) and the reason(s) for the exception(s).** No exceptions will be recognized to the Government Clauses section of the proposed contract. If no exceptions to the contract are included in the bidder’s response, the bidder shall be expected to execute the contract in the form set forth herein. Final acceptance of a bid and contract is contingent upon reaching a mutually satisfactory agreement regarding noted

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exceptions. If an acceptable and timely agreement is not reached, KCAB reserves the right to disqualify the bidder and to reevaluate the remaining bids. KCAB reserves the right to refuse to negotiate with the apparent qualified responsible bidder on any item not specifically excepted in its submittal.

- A.9.7 KCAB has the right, at its sole election, to alter the specifications and/or frequencies of services required and tailor the contract price to said change (increase or decrease).
- A.9.8 The term of the agreement will be for two (2) years with an option to for two additional one-year periods.

A.10 PERFORMANCE AND PAYMENT

No payments will be made in advance of work performed. The successful bidder shall issue an invoice within thirty (30) days, on a monthly basis, for work performed the previous month along with supporting data. KCAB will pay submitted invoices on a net 30 basis subject to the terms of the attached agreement.

A.11 BADGES AND KEYS

- A.11.1 Contractor shall badge a sufficient number of employees to satisfactorily complete its obligations under this contract regardless of circumstances. This will require a background check made through a fingerprint process. When determining the number of employees to badge, Contractor must consider absent employees due to illness, vacation, employment termination, or other reasons, emergency/on call situations, and supervisors who need access for inspection/supervision visits.
- A.11.2 Contractor is responsible for the cost of badging. The current fee for identification badges is \$44.00 per badge for the badge, security threat assessment, and for fingerprinting.
- A.11.3 Contractor shall return all badges upon expiration or termination of the contract whichever is earlier. Additionally, Contractor shall immediately return an employee's badge when that employee is no longer employed by Contractor. Contractor shall pay \$100.00 per badge for each badge not returned within ninety (90) days from the date the Contractor is required to return the badge(s).
- A.11.4 Contractor is responsible for all keys or badges issued to Contractor's employees. Such keys or badges may not be duplicated. Contractor shall return any or all keys or access cards to KCAB when requested by KCAB. If the loss of keys or access cards requires changing the combination of locks or changing other access equipment, the cost of such labor and material may be charged to Contractor at the discretion of KCAB. Replacement of lost or damaged keys or badges will be provided at Contractor's expense. Any fines or civil penalties assessed to KCAB caused by Contractor negligence is the responsibility of Contractor.
- A.11.5 Badge replacement is at the sole discretion of KCAB. A \$100.00 fee will be assessed per lost badge. In the event a Contractor's employee loses a second badge, the Contractor shall pay \$200.00. If a third badge is lost, the badge will only be renewed with permission of the Airport Security Coordinator and the Contractor shall pay \$300.00.
- A.11.6 If necessary, KCAB will provide an initial supply of keys after receipt of a \$500.00 deposit from Contractor. In the event Contractor loses or duplicates a key(s), KCAB will charge the cost of rekeying the lock(s) of the corresponding area against the \$500.00 deposit. Contractor shall be responsible for the full cost of rekeying if Contractor loses or duplicates a key. Any funds

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remaining of this \$500.00 deposit upon termination of the contract will be returned to contractor upon KCAB's receipt of all keys.

A.12 RECORDS/FINANCIALS

In submitting bids on any item to be purchased by KCAB, the bidder agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable KCAB or its designated agents to investigate the responsibility of the bidder in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the bidder's probable ability to perform adequately under a contract if it is awarded to the bidder.

A.13 GRATUITIES AND KICKBACKS

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any proposal, bid, contract or subcontract.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any KCAB employee, the bid will be disqualified and not reinstated.

A.14 NON-COLLUSIVE VENDOR CERTIFICATION

By the submission of this bid, the bidder certifies that:

- A.14.1 The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor.
- A.14.2 The contents of the bid have neither been communicated by the bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the bid.
- A.14.3 No bidder may submit more than one bid for this purchase. It is the responsibility of each bidder to obtain the prior written permission from KCAB before bid opening in every situation in which the bidder, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated bids being rejected.

A.15 BID CONDITIONS AND PROVISIONS

- A.15.1 The terms and conditions of this ITB include all general and special conditions as enumerated herein. The successful bidder shall comply with all of the specifications, terms and conditions of this ITB.

All participating bidders agree to comply with all of the conditions, requirements and instructions of this ITB as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this bid may constitute cause for rejection by KCAB. Should KCAB omit anything

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from this ITB which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the bidder shall notify the Contract and Procurement Administration Department.

All bidders are required to complete all information requested in this ITB. Failure to do so may result in the disqualification of bid.

Typographical errors in entering quotations on this bid may result in the disqualification of this bid.

Unit price for each item must be shown for the unit of measurement indicated. In case of error in extension of prices, the unit price governs.

A.15.2 The bidder further agrees that KCAB may, in addition to any other remedies to which it may be entitled under a purchase order, agreement, or contract arising from this ITB, or which may otherwise be available to it under law or equity, cancel any contract for the following causes.

A.15.2.a. Failure to make delivery within the time specified in the contract.

A.15.2.b. Failure to provide commodities, supplies or equipment that conforms with the specifications in the contract, or that fails to conform with samples the bidder submitted.

A.15.2.c. Where there is sufficient evidence to show that the contract was obtained by fraud, collusion, conspiracy or other unlawful means or the contract violates any statutory or constitutional provision of the Commonwealth of Kentucky or of the United States.

A.15.3 The bidder further agrees that the following items are included as compensable damages for any breach of contract with KCAB:

A.15.3.a. Replacement cost;

A.15.3.b. Any cost of repeating the competitive bidding procedure; and

A.15.3.c. Expenses incurred as the result of delay in obtaining replacements.

A.15.4 The enumeration of compensable damages contained in this section is not intended to be exclusive and will not operate to bar recovery by KCAB for any other damages occasioned by the bidder's breach of a contract. However, in cases where the contract provides for liquidated damages, said liquidated damages are in lieu of all other damages, including those enumerated.

A.15.5 Neither any failure nor any delay on the part of KCAB in exercising any rights, power or privilege hereunder, or under any document or instrument delivered or executed pursuant hereto, shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any right, power or privilege.

A.15.6 KCAB is not liable for any costs incurred by bidder in the preparation of bids or for any work performed in connection therein.

A.16 ELECTRONIC SIGNATURES

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By submitting a proposal, the proposer consents to its use and acceptance of electronic signatures to execute any awarded contract and associated agreements. Proposer agrees to be bound by electronic signatures to the same legal effect and extent as if manually signed. KCAB expects the successful proposer will execute any awarded contract using KCAB's electronic signature service unless the proposer includes an exception with its proposal signifying its desire to sign manually. Included with the proposal, proposers must identify the following information regarding the person with full authority to legally bind proposer and sign agreements on its behalf:

1. Full Name;
2. Position Title; and
3. Email Address.

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PROPOSED AGREEMENT

**CONTRACT BETWEEN
KENTON COUNTY AIRPORT BOARD
AND**

This contract ("Contract") is between the Kenton County Airport Board ("KCAB"), owner and operator of the Cincinnati/Northern Kentucky International Airport ("CVG"), located in Boone County, Kentucky and _____ ("Contractor"), a [home state] [limited liability company/corporation/partnership/etc] authorized to do business in the Commonwealth of Kentucky, with business offices located at _____.

1. SCOPE OF SERVICES

Contractor must furnish work and services as specifically assigned by KCAB including the furnishing of labor, material, equipment, personnel, supervision, tools, and all other items and facilities necessary to perform Commercial Hood Cleaning and Maintenance at CVG. The work and services are described further in the Invitation to Bid (#22-64) and the Contractor's response to same which are incorporated in their entirety by reference, and portions of both are attached as Exhibit A. Contractor must provide the work and services consistent with this Contract and the provisions set forth on Exhibit A. When there is a conflict in the terms of the Contract and Exhibit A, the terms of this Contract prevail.

2. TERM

This Contract is effective as of _____, 2022, and continues until (2 years) , 202_, unless terminated earlier pursuant to this Contract. KCAB in its sole discretion may renew the agreement for 2 one-year periods.

3. PAYMENT AND REIMBURSEMENT

- A. KCAB agrees to pay Contractor for the work and services performed by Contractor on a [time and materials / lump sum] basis an amount not to exceed \$ _____, based on the [rates / fee] in Exhibit A. This amount is payable by KCAB upon satisfactory completion of the work and services by Contractor.
- B. Contractor must submit an invoice to KCAB no more than once per month for payment for work and services completed the previous month. The invoice must contain a detailed description of the work and services performed by Contractor including a list of the materials and services performed by Contractor along with the corresponding [quantities and rates / percentage complete]. Subject to the provisions set forth in this Contract, KCAB must pay Contractor the amount in Contractor's invoice on or before 30 days from the receipt of the invoice by KCAB. If KCAB does not approve Contractor's invoice, KCAB must pay an amount it deems owing to Contractor and give Contractor written notice of why the approval is not given.
- C. In addition to any other rights and remedies available to KCAB, in the event the Contractor has incurred any liability to KCAB, whether Contractor's liability is liquidated or unliquidated, present or future, accrued or contingent, whether arising from or under this Contract or otherwise, and whether liability is based in contract, tort or otherwise, KCAB may without notice to Contractor set off any amount of liability against any liability of KCAB to Contractor arising from or under this Contract.

4. LAWS AND ORDINANCES

This Contract is governed by and interpreted according to the laws of the Commonwealth of Kentucky. Contractor must comply with all present and future laws, regulations, advisory circulars, and Rules and Regulations of KCAB. KCAB and Contractor agree that any legal or equitable action for claims, debts or obligations arising out of or related to this Contract must be brought solely in the Circuit Court of Boone County, Kentucky or United States District Court for the Eastern District of Kentucky, Covington Division, and that either Court has personal jurisdiction over the parties and venue of the action is appropriate and proper in each Court.

5. ASSIGNMENT

Contractor may not sublet, subcontract, assign, or transfer any work under this Contract without the express written consent of KCAB. Any subletting, subcontracting, assignment, or transfer of any work under this Contract is expressly made subject to all terms, conditions, or provisions of this Contract. In the event a subcontractor is approved, Contractor is responsible for payment directly to the subcontractor(s) for the work performed by the approved subcontractor(s) unless otherwise specifically approved in writing by KCAB.

6. TERMINATION

- A. KCAB may immediately terminate this Contract upon written notice at any time, without forfeiture, waiver or release of any rights of KCAB: i) upon default or breach by the Contractor; ii) for Contractor's non-observance or non-compliance with any of the terms and conditions of this Contract; or, iii) if KCAB determines, in KCAB's reasonable discretion, the services rendered or work performed by Contractor is unsatisfactory in any way. Upon notice of the termination, Contractor must immediately cease or cause to be ceased all services or work under this Contract.
- B. For any cause, or for no cause, KCAB may terminate this Contract at any time upon thirty (30) days' written notice to Contractor of the termination. Contractor must cease or cause to be ceased all services or work under this Contract on the date of termination.
- C. Contractor must invoice and be paid for only those services rendered and work performed through the date of termination, which are reasonably satisfactory to KCAB. Contractor is not relieved of liability to KCAB for damages sustained by KCAB by reason of any breach or default by Contractor and KCAB may withhold any payments to Contractor to set off damages sustained by KCAB.

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D. Contractor has the right to terminate this Contract only for substantial failure of KCAB to perform in accordance with the terms of this Contract.

7. LIABILITY, INDEMNITY AND INSURANCE

A. Notice. Each party must give prompt and timely written notice to the other party of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects or might affect either, and each has the right to participate in the defense of the same to the extent of its own interest.

B. Hold Harmless. Contractor must protect, defend, indemnify, and hold KCAB and its directors, officers, employees, agents, servants, and representatives harmless from and against any and all liabilities, demands, suits, claims, losses, fines, causes of action, costs, damages, expenses, or judgments arising by reason of the injury or death of any person or damage to any property, or other damages, including all reasonable costs of investigation and defense thereof (including, but not limited to, attorney's fees, court costs, and expert fees) arising out of the acts or omissions of Contractor, Contractor's officers, employees, agents, contractors, subcontractors, suppliers, licensees, or invitees regardless of where the injury, death or damage may occur; unless the injury, death, or damage is caused by the sole negligence of KCAB, its directors, officers, or employees. Upon the filing of any claim with KCAB for damages arising out of incidents for which Contractor is required to hold KCAB harmless, then and in that event, KCAB or its agents or representatives must give Contractor written notice of the claim. Upon receipt of notice, Contractor is responsible for settling, compromising, or defending against the claim. Contractor must acknowledge receipt of the claim in writing notifying KCAB and the agent or representative giving the written notice of Contractor's intent to handle the claim within 10 days of delivery of the notice. If Contractor does not respond within the 10-day period, then the Contractor is responsible for, and must promptly pay all costs and fees, including reasonable attorney's fees and expert's fees incurred by KCAB because of Contractor's failure to respond and handle the claim in accordance with the terms in this Contract. KCAB has the right to defend against any claim and if KCAB elects to do so, Contractor is responsible for KCAB's legal fees, costs, and expenses in addition to any resulting liability. Any final judgment rendered against KCAB for any cause for which Contractor is liable in this Contract is conclusive against Contractor as to liability and amount, where the time for appeal has expired. The provisions of this paragraph survive the expiration or termination of this Contract.

C. In addition to Contractor's undertaking, as stated above, and as a means of further protecting KCAB, its directors, officers, agents, servants, representatives, and employees, Contractor must, at all times during the term of this Contract, carry the following insurance coverage:

1. Commercial General Liability and Umbrella Liability Insurance:

- a. Contractor, at its expense, must procure and maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If the CGL insurance contains a general aggregate limit, it must apply separately to operations under this Contract.
- b. If Contractor performs work or services under this Contract on the aircraft ramps, taxiways, or runways of CVG, Contractor, at its expense, must procure and maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each occurrence. If the CGL insurance contains a general aggregate limit, it must apply separately to operations under this Contract.
- c. If Contractor operates motor vehicles or mobile equipment unescorted on the aircraft ramps, taxiways, or runways of CVG, Contractor, at its expense, must procure and maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each occurrence. If the CGL insurance contains a general aggregate limit, it must apply separately to operations under this Contract.
- d. CGL insurance must be written on Insurance Services Office ("ISO") occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and include coverage arising from, but not limited to: premises, operations, contractors, subcontractors, consultants, products, completed operations, property damage, personal injury, death, advertising injury, and liability assumed under an insured contract.

2. Automobile and Umbrella Liability Insurance:

- a. If Contractor uses motor vehicles at CVG, Contractor must, at its expense, procure and maintain automobile liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each accident. This insurance must cover liability arising out of any auto (including owned, hired and non-owned autos) while at CVG. Automobile liability insurance must be written on ISO form CA 00 01, CA 00 12, CA 00 20 (or a substitute form providing equivalent coverage).
- b. If Contractor performs work or services under this Contract on the aircraft ramps, taxiways, or runways of CVG, Contractor, at its expense, must procure and maintain automobile liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each accident. If necessary, the policy must be endorsed to provide contractual liability coverage equivalent to that provided in CA 00 01.
- c. If Contractor operates motor vehicles unescorted on the aircraft ramps, taxiways, or runways of CVG, Contractor, at its expense, must procure and maintain automobile liability insurance and, if necessary, commercial umbrella insurance with a limit of not less than \$10,000,000 each accident. If necessary, the policy must be endorsed to provide contractual liability coverage equivalent to that provided in CA 00 01.

3. Workers' Compensation and Employer's Liability Coverage: Contractor must, at its expense, procure and maintain a Kentucky workers' compensation insurance policy. Contractor must, at its expense, procure and maintain an employer's liability insurance policy if required under the laws of the Commonwealth of Kentucky and if required the commercial umbrella and/or employer's liability limits must not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

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4. Unemployment Insurance: Contractor, at its expense, must procure and maintain statutory unemployment insurance protection for all its employees.
5. Contractor agrees that the required insurance is not intended to limit the Contractor's liability in the event the Contractor is deemed to be negligent in causing bodily injury or property damage during the course of its operation.
- D. Additional Insured: Contractor must include the Kenton County Airport Board as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or substitute form providing equivalent coverage, and under the commercial umbrella, if any. This insurance applies as primary insurance with respect to any other insurance or self-insurance programs afforded to the Kenton County Airport Board. There may be no endorsements or modifications of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, that policy must be endorsed to be primary with respect to the Kenton County Airport Board as additional insured. Contractor must also include the Kenton County Airport Board as an insured under the commercial auto policy, using ISO designated insured endorsement CA 20 48. KCAB is not liable for any premiums charged for this coverage, and the inclusion of KCAB as additional insured is not intended to and does not make KCAB a partner or joint venture with Contractor in Contractor's operations at CVG.
- E. Cross Liability Coverage: Contractor agrees that all insurance policies contain cross liability coverage as provided under standard ISO forms' separation of insured clause.
- F. Subcontractors: Contractor must cause each subcontractor to purchase and maintain insurance of the type specified under this Contract and cause each subcontractor to include KCAB as an insured according to section 7.D. When requested by KCAB, Contractor must furnish copies of certificates of insurance coverage for each subcontractor.
- G. Right to Amend Insurance: KCAB has the right to change the insurance coverage and the insurance limits required of the Contractor when it is determined to be necessary by KCAB, provided that KCAB must provide Contractor with thirty (30) days advance notice. KCAB is not responsible for any increased costs associated with a change.
- H. Proof of Insurance: Prior to execution of the Contract, Contractor must furnish KCAB with certificates evidencing existence of valid policies of insurance with the coverages specified, including evidence of Kentucky worker's compensation insurance, and naming KCAB additional insured. These certificates must state that the coverages may not be amended so as to decrease the protection below the limits specified or be subject to cancellation without at least thirty (30) calendar days' advance written notice to KCAB. A renewal policy or renewal certificate must be delivered to KCAB's Risk Manager at least thirty (30) calendar days prior to a policy's expiration date, except for any policy expiring on or after the expiration date of this Contract.
- I. Failure to Maintain Insurance: If at any time Contractor fails to have in effect the insurance required under the provisions of this Contract, upon written notice to the Contractor of its intention to do so, KCAB has the right (but not the obligation) to secure the insurance required at the cost and expense of the Contractor. If at any time the Contractor fails to furnish KCAB with the certificate or certificates required, KCAB may, at any time, after fifteen (15) calendar days' written notice to Contractor of its intention to do so, secure the required certificate or certificates at the cost of the Contractor. Contractor agrees to reimburse KCAB for the costs to secure the insurance or certificates. This is without prejudice to any other right KCAB may have in law or equity, including the right to terminate this Contract.
- J. Primary Insurance: Contractor's insurance must be primary and non-contributory with respect to any other insurance available to or for the benefit of KCAB. Any KCAB insurance or self-insured retention is considered excess insurance only. Contractor's insurance policies must contain a severability of interest clause.
- K. Review of Insurance: All policies required must be satisfactory to KCAB including the quality of the insurer, deductible, or retentions. By requiring insurance, KCAB does not represent that coverage and limits will necessarily be adequate to protect Contractor, and the coverage limits are not a limitation on Contractor's liability under the indemnities granted to KCAB under this Contract. Failure of KCAB to demand certificates or other evidence of full compliance with these insurance requirements or failure of KCAB to identify a deficiency from evidence that is provided is not considered to be a waiver of Contractor's or its subcontractors' obligation to maintain the insurance.
- L. Prohibiting Contractor's Access: KCAB has the right, but not the obligation, of prohibiting Contractor from entering the project site until the certificates or other evidence of insurance are in complete compliance with these requirements and approved by KCAB.

8. AUDITS

KCAB has the right, at reasonable times, to examine, copy, and audit all Contractor books and records related to this Contract. The Contractor must make its books and records available at reasonable times for audit by KCAB or its authorized agent or representative, and the Contractor must cooperate with any KCAB audit of these records. If requested by KCAB, inspection, copying, or audit of the necessary books or records will take place at a location determined by KCAB. Contractor agrees to retain all books and records of business conducted under this Contract for three (3) years after the end of the contract year to which the books and records pertain.

9. CLAIMS FOR CHANGED CONDITIONS

During the term of this Contract, the facts, conditions and/or data relating to the work and services provided in this Contract may dictate a change which may alter the scope of the services in this Contract. In the event there are changes that would decrease the need for services required of the Contractor under this Contract, KCAB and Contractor must adjust the terms of this Contract as mutually agreed by the parties. Claims for additional compensation which may arise from changes or any revision to the services proposed by Contractor must be presented in writing to KCAB before work commences under any changed condition. In any case, where Contractor deems any extra compensation is due it for any work not covered in this Contract, Contractor must notify KCAB in writing of its intention to make claim for extra work before Contractor begins the work on which the claim is based. If notification is not given and KCAB is not afforded a strict accounting of actual cost, then Contractor waive any claim for its extra compensation. Notice by Contractor to KCAB and the fact that KCAB has kept account of the costs may not be construed as proving the validity of any claim for additional compensation.

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Contractor is not required to undertake work under changed conditions without prior written Contract or authorization by KCAB for extra compensation attributable to the changed conditions.

10. INTEREST OF KCAB

No director, officer, or employee of KCAB who exercises any function or responsibilities in review of or approval of the work or services to be provided by Contractor may (i) participate in any decision relating to this Contract which affects the individual's personal interest or the interest of any corporation, partnership, or association in which the individual is, directly or indirectly, interested; or (ii) have any interest, directly or indirectly, in this Contract or its proceeds.

11. INTEREST OF CONTRACTOR

Contractor covenants that it presently has no financial interest and will not acquire any financial interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Contract. Contractor further covenants that in the performance of this Contract no person having a financial interest may be employed.

12. USE OF LOGO/MARKS

Contractor may not use the name, logo, or design, of the Cincinnati/Northern Kentucky International Airport, the Kenton County Airport Board, CVG, the CVG Airport Authority, or any trademark or service mark utilized by KCAB; or use any photograph or video of the Cincinnati/Northern Kentucky International Airport, its property, or its facilities without the express written consent of KCAB. Contractor must submit any proposed use of the above media material to KCAB for approval prior to the publication or public use of the material. KCAB, in its sole discretion, may grant or withhold consent to use the above media material and must provide a response granting or withholding consent to the Contractor within thirty (30) days of receiving the proposed media material from the Contractor. The provisions of this paragraph survive the expiration or earlier termination of this Contract.

13. OWNERSHIP OF DOCUMENTS & WORK PRODUCT

All reports, work papers, exhibits, data and other documents prepared under this Contract by Contractor is the exclusive property of KCAB. If this Contract is terminated, Contractor must deliver all documents and data used in connection to the services of this Contract to KCAB within thirty (30) business days of the termination.

14. CONFIDENTIAL INFORMATION

Any documents provided to the Contractor by KCAB pursuant to this Contract, including but not limited to personal information reports, surveys, calculations, plans, maps, estimates, and other work product including any exhibits, and any information, reports or data which may be given to or assembled by Contractor pursuant to the terms of this Contract, must be kept strictly confidential, and may not use, make available, or disclose to any individual or organization by Contractor without the prior written approval of KCAB. Contractor must protect all KCAB's confidential information with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

15. GOVERNMENT PROVISIONS

- A. Equal Employment Opportunity. During the performance of this Contract, Contractor agrees to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4, 60-300.5(a), 60-741.4, and 60.741.5(a), which equal opportunity clauses are hereby incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Notification is hereby given that compliance with these clauses may require you to file annually certain reports (e.g., the EEO-1 Report, and the VETS-100 Report) with the Federal government and may require you to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and/or Persons with Disabilities.
- B. Airport and Airway Improvement Act of 1982, Section 520, General Civil Rights Provisions. Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- C. Civil Rights Act of 1964, Title VI-49 CFR Part 21. During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
1. Compliance with Regulations. Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract
 2. Nondiscrimination. Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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3. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier must be notified by Contractor of its obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, gender, color or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the non-discrimination provisions of this Contract, KCAB must impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to Contractor under the Contract until Contractor complies, and/or
 - b. cancellation, termination or suspension of the Contract in whole or in part.
6. Incorporation of provisions. Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

D. Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

- E. Federal Fair Labor Standards Act (Federal Minimum Wage). This Contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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F. Occupational Safety and Health Act of 1970. This Contract incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

16. MISCELLANEOUS

- A. Notices. All notices, requests, demands, or other communications in this Contract must be in writing unless otherwise noted and is deemed given if delivered in person, or deposited in the United States mail, postage prepaid, certified, with return receipt requested to KCAB at Cincinnati/Northern Kentucky International Airport, Attn.: Chief Executive Officer, P. O. Box 752000, Cincinnati, Ohio, 45275-2000 or to Contractor at the address first set forth above. Either party may change the address at which it receives written notice by notifying the other party in writing.
- B. Captions. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Contract and should not be construed to affect the interpretation of the terms and provisions of this Contract.
- C. Severability. If any covenant, condition, or provision in this Contract is held to be invalid by any Court of competent jurisdiction, the invalidity of the covenant, condition, or provision will not affect the validity of any other covenant, condition, or provision; provided that the invalidity of the covenant, condition, or provision does not materially prejudice either party in its prospective rights and obligations contained in the valid covenants, conditions, or provisions of this Contract.
- D. Agent for Service of Process. It is expressly understood and agreed that if Contractor is not a resident of the Commonwealth of Kentucky, is an association or partnership without a member who is a resident of the Commonwealth, or is a foreign corporation, then Contractor must appoint an agent for service of process in Kentucky. In case of any failure on the part of the agent, the agent's inability to perform, or Contractor's failure to appoint an agent when required, Contractor designates the Secretary of State, Commonwealth of Kentucky, as its agent for the purpose of service of process in any court action between it and KCAB arising out of or based upon this Contract. The service must be made as provided by the laws of Kentucky for service upon a non-resident.
- E. Incorporation of Attachments. All attachments referred to in this Contract are intended to be and are specifically made a part of this Contract.
- F. Incorporation of Required Provisions. Contractor agrees to incorporate into the Contract, all provisions, assurances, statutes, rules and regulations which may now or during the term of this Contract be required by the Federal Aviation Administration ("FAA") or other governmental agency as a prerequisite to or a condition of KCAB and/or Contractor receiving any federal or state grant or loan or other governmental assistance. Contractor further agrees to execute all certifications and/or documents required by the FAA, or other governmental agency, to assure compliance with the foregoing. If the FAA or its successors requires modifications or changes in this Contract as a condition precedent to the granting of the funds for the improvement of CVG, or otherwise, Contractor agrees to modify this Contract as may be reasonably required.
- G. Relationship of Parties. The parties intend to create the relationship of independent contractor. Nothing in this Contract or any act of the parties may be deemed or construed by the parties, or by any third party, as creating a relationship of principal and agent, partners, joint venturers, or any other similar relationship between the parties.
- H. Amendment. This Contract may not be amended and/or modified unless the amendment and/or modification is in writing and signed by both parties to this Contract.
- I. Non-waiver. The failure by KCAB to insist upon prompt and strict performance of any of the terms or conditions of this Agreement, or to exercise any right in any one or more instances, will not be interpreted as a waiver of the same or any other term, condition, right, or option.
- J. Successors and Assigns Bound. This Contract is binding upon and inures to the benefit of the successors and assigns of the parties where permitted by this Contract.
- K. No Personal Liability. No director, officer, or employee of KCAB may be charged personally or held contractually liable by or to the other party under any term or provision of this Contract.
- L. Representative of KCAB: The Chief Executive Officer, or his/her designee, is designated as the official representative of KCAB in all matters pertaining to this Contract and has the right and authority to act on behalf of KCAB with respect to all action required of KCAB in this Contract.
- M. Personnel. Except for any legally prohibited reasons, KCAB has the right to require Contractor to remove and/or replace any personnel working on KCAB's property.
- N. Contract Construction. The parties acknowledge that this Contract was reached through informed negotiation and that each party was represented by, or had access to, legal counsel. The parties agree that neither KCAB nor Contractor are entitled to any preference in the construction of this Contract as both are deemed to be authors of this Contract.
- O. Electronic Signatures and Delivery. The Parties consent to the use of both manual and electronic signatures to execute this Contract, and any subsequent amendments, extensions, change orders, or other agreements, to the same legal effect and extent as if entirely manually signed. Electronic delivery of any counterpart of this Contract is as effective and legally binding as physical delivery with all counterparts constituting one agreement.

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17. ENTIRE AGREEMENT

The drafting, execution, and delivery of this Contract by the parties have been induced by no representations, statements, warranties, or contracts other than those expressed in this Contract. This Contract including all attachments and exhibits embodies the entire understanding of the parties and there are no further contracts or understandings, written or oral, in effect between the parties relating to this subject matter unless expressly referred to in this Contract.

KENTON COUNTY AIRPORT BOARD

[CONTRACTOR]

By:
Its: Chief Executive Officer

By:_____

Its:_____

Attest:

Secretary/ Treasurer