

FORM OF AGREEMENT

SERVICES AGREEMENT FOR
PIPE INSPECTION, VACTOR AND JET ROD SERVICES

BETWEEN

WAYNE COUNTY AIRPORT AUTHORITY

and

<CONTRACTORNM>

Contract No. 210390

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AGREEMENT FOR PIPE INSPECTION, VACTOR AND JET ROD SERVICES

This Agreement is entered into this ____ day of _____, 2021 (the “*Effective Date*”), between the Wayne County Airport Authority, a public body corporate, with principal offices located at 11050 Rogell Drive #602, Detroit Metropolitan Wayne County Airport, Detroit, Michigan 48242 (the “*Airport Authority*”), and <ContractorNm>, a [State] [type of corporate entity], with offices located at [address] (the “*Contractor*”). The Airport Authority and the Contractor may each be referred to individually as a “*Party*,” or collectively as the “*Parties*”.

WHEREAS, pursuant to amendment to the Michigan Aeronautics Code, being the Public Airport Authority Act, MCL 259.108 - 259.125c, the Airport Authority operates and maintains the Detroit Metropolitan Wayne County Airport (the “*Airport*”) and has the authority to grant rights and privileges and enter into all contracts and agreements necessary to the performance of its duties with respect to the Airport;

WHEREAS, the Airport Authority requires a Contractor to provide pipe inspection, vactor and jet rod services for the Airport Authority, and issued RFB No. 210390 (the “*RFB*”), which is referenced in and made part of this Agreement;

WHEREAS, the Contractor desires to perform such services, and submitted a bid in response to the Airport Authority’s RFB, which bid is dated _____, and is referenced in and made part of this Agreement (the “*BID*”); and

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the Parties hereto, it is agreed as follows:

1. SCOPE OF WORK

- A. The Airport Authority hereby engages the Contractor, who agrees to faithfully and diligently perform the services described in this Agreement, the RFB, the BID, and as set forth in the attached *Exhibit A* (together, the “*Services*”) in accordance with the terms and conditions of this Agreement, and to the complete satisfaction of the Airport Authority’s Chief Executive Officer (the “*CEO*”) or his or her designee.
- B. The Contractor will only use experienced personnel to provide the required Services, and agrees that all such personnel are qualified and authorized to perform under the state and local laws and governing professional association rules where the employee is employed. The Contractor agrees to assign specific individuals to the key positions. The Contractor agrees that once assigned to work under this Agreement, key personnel and any approved subcontractors shall not be removed or replaced without written notice to and written approval from the Airport Authority. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the Airport Authority, and shall, subject to the concurrence of the Airport Authority, replace such personnel with personnel of substantially equal ability and qualifications. If the Airport Authority has concerns or objections regarding any Contractor personnel, the Airport Authority shall bring the matter to the attention of the Contractor for appropriate resolution. The Contractor agrees to remove any personnel who do not perform satisfactorily. Whenever an employee assigned to this Agreement must be replaced for any

reason, the Contractor must supply an acceptable replacement as soon as possible and agrees not to substitute a lower classified employee to perform without obtaining prior written Airport Authority approval.

- C. In the event there is a dispute between the Parties regarding the extent and character of the Services to be performed, or whether a provision of, or clause in, this Agreement, the RFB, the BID, or some combination thereof shall apply, the interpretation and determination of the Airport Authority shall govern.
- D. The Services shall be subject to the approval and acceptance by the Airport Authority through its Chief Executive Officer or his or her designee.
- E. The Airport Authority's Chief Executive Officer, or his or her designee, will act as a project manager who will work with the Contractor to monitor progress under this Agreement, including work to be performed pursuant to this Agreement and any amendments to this Agreement.
- F. The Contractor warrants all goods and software used in providing the Services against functional, design and workmanship defects. In the event defects become evident, the Contractor will furnish replacement goods or software, as applicable, and labor as necessary, at no cost to the Airport Authority. The warranty period, inclusive of workmanship and labor, shall be a minimum of 24 months from the date of the Airport Authority's acceptance.
- G. The Contractor may determine employees' daily working hours. When the employees are working in or about an Airport Authority facility, the Contractor agrees to adjust its employees' daily working hours to be the same as those worked by Airport Authority employees working at the facility, or as otherwise agreed to with the Airport Authority.

2. ADMINISTRATION

The Contractor must inform the Airport Authority as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions that do or may materially prevent the meeting of the objectives of this Agreement. The Contractor must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.

The Contractor must maintain the organizational and administrative capacity to carry out all its duties and responsibilities, and understands and agrees that time is of the essence under this Agreement.

3. PAYMENT BY THE AIRPORT AUTHORITY

- A. In consideration for all Services the Contractor is required to perform under this Agreement, the Airport Authority agrees to pay the Contractor a not to exceed amount of [\$_____]. Costs shall be paid to the Contractor based upon the amounts, fees and rates set forth in *Exhibit B*, which is attached to and made a part of this Agreement.

- B. The Airport Authority will pay the Contractor for the proper performance of the Services, commensurate with the progress of the work as evidenced by the timely performance of the Services and upon receipt and approval of an invoice, provided that: (i) such invoice is submitted electronically to AP@wcaa.us; (ii) the invoice certifies the cost of the Services (a) rendered to date and (b) for that billing period; (iii) describes the Services rendered. The Contractor must sign the invoice and send it to the Airport Authority for each calendar month.
- C. Final billing under this Agreement shall be submitted in a timely manner but not later than six months after completion of the Services. Billings for work submitted later than six months after completion of the Services will not be paid.
- D. If the Services, or any part thereof, are terminated before being completed, the Airport Authority shall pay the Contractor for the percentage of the work that has been completed up to the time of termination and accepted by the Airport Authority. In no case shall the compensation paid to the Contractor for the Services under this provision exceed the amount the Contractor would have received had the Services, or the terminated portion of the Services, been completed. No amount shall be allowed for anticipated profits or unperformed Services.

4. TERM; AMENDMENTS

- A. Term: The term ("Term") of this Agreement shall be a period of three (3) years, commencing on [_____, 20__] and terminating on [_____, 20__], unless terminated sooner pursuant to the terms of this Agreement.
- B. Amendments: No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties, and if required by the Airport Authority, approved by the board members of the Airport Authority.

5. INDEMNIFICATION

The Contractor will indemnify, hold harmless, and upon the Airport Authority's request, defend the Airport Authority – and its board members, officers, agents, representatives and employees – at the Contractor's sole expense, from and against all lawsuits, claims, liability, loss, cost, expense, and damages of any nature whatsoever, including claims or demands of third persons, just or unjust, for personal injuries, including death, or property damage, including theft or loss, arising or alleged to arise, either directly or indirectly, out of or in connection with the Contractor's operations and performance under this Agreement, including failure to perform, under this Agreement. This indemnity shall survive acceptance of the Services.

6. INSURANCE

- A. Types and Amounts: The Contractor, at its own expense and in its own name, and with the Airport Authority and the County of Wayne, as additional insureds for commercial general and automobile liability coverage, must provide and keep in force during the Term of this Agreement, the following types of insurance in not less than the amounts indicated below, with a financially responsible insurance company or companies licensed to conduct business in the State of Michigan and satisfactory to the Airport Authority:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$5,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$500,000 per accident for bodily injury or disease.
4. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$1,000,000 aggregate per policy period of one year.

The foregoing notwithstanding, the Contractor agrees as a material provision of this Agreement that if from time to time the Contractor actually maintains limits or insurance coverage amounts greater than those specified above, then the actual limits and coverage amounts so maintained by the Contractor shall be substituted for the limits and amounts above and shall be deemed to be, and shall constitute, for all contractual and other legal purposes, the limits and amounts required by this Agreement.

All insurance policies must be issued by recognized, responsible insurers licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than A-VII as rated by AM BEST, or an equivalent rating by an acceptable recognized agency.

The Wayne County Airport Authority and the County of Wayne, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

All insurance policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice from the Contractor to the Authority. Certificates evidencing such insurance must be submitted by Contractor to the Authority prior to the Contractor providing any Goods or Services, and at least fifteen (15) days prior to the expiration dates of expiring policies. The Authority reserves the right to request complete copies of any insurance policies required by this Agreement if deemed necessary to ascertain the details of coverage not provided by the Certificates. Such copies shall be "Originally Signed Copies" and so designated. The Contractor shall provide complete copies of any

insurance policies no later than thirty (30) days following the request of the Authority.

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Airport Authority for all work performed by the Contractor, its employees, agents and subcontractors.

- B. Cancellation Notice: Each policy required hereunder must provide for at least thirty (30) days unconditional advance written notice to the Airport Authority prior to any cancellation of, or material change in, the terms of insurance and/or coverage afforded by the policy. In the event of a material change in the terms of insurance and/or coverage afforded by the policy, including cancellation, the Contractor shall provide thirty (30) days unconditional advance written notice to the Airport Authority of such change.
- C. Proof of Insurance: At the time this Agreement is returned to the Airport Authority for execution, and by the expiration date of any expiring policies, the Contractor must file with the Airport Authority's Procurement Department, either a certified copy of each insurance policy required by the Airport Authority in the preceding paragraphs, or a certificate of insurance, as evidence of the Contractor's compliance with this Section; provided, however, that within thirty (30) days following the written request of the Airport Authority, the Contractor will replace any insurance certificate with a certified copy of each insurance policy.
- D. The Contractor's compliance with this Section is a continuing obligation during the Term of this Agreement. If any of the required insurance policies are terminated or canceled during the Term of this Agreement, the Contractor will cease operations until such insurance is reinstated.

7. ASSIGNMENT; TRANSFER; SUBCONTRACTING; BANKRUPTCY OR INSOLVENCY; SBE PARTICIPATION

- A. Assignment and Transfer: No assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, may occur without the Airport Authority's express, prior, written approval, through its Chief Executive Officer, which will not be unreasonably withheld or delayed. If such assignment, assumption, takeover, or unauthorized performance occurs without such prior written approval, and adversely impacts the Contractor's performance of the services required under this Agreement, then the Airport Authority may terminate this Agreement under the subsection entitled "Termination for Default." If such assignment, assumption, takeover, or unauthorized performance occurs without such prior written approval but does not adversely impact the Contractor's performance of the services required under this Agreement, then the Airport Authority may terminate this Agreement without notice to the Contractor.

- B. Subcontracting: The Contractor must include the following provisions in each subcontract: (i) The subcontractor understands and agrees that the Contractor has the sole responsibility for payment of services rendered by the subcontractor under this Agreement. In the event of Contractor's insolvency or cessation of operations, subcontractor's sole recourse shall be against the Contractor; and (ii) the Subcontractor understands and agrees that the Airport Authority is not liable for or responsible for payment of any the services provided under the subcontract.
- C. Bankruptcy or Insolvency: If the Contractor is adjudicated bankrupt or insolvent, or if a trustee is appointed over the Contractor or its property, whether it is a third party or the Contractor as debtor-in-possession (both shall be the "Contractor" in this Section entitled "Bankruptcy or Insolvency" unless the context clearly requires otherwise) the following rights, obligations and limitations control:
- i. The Contractor or any trustee must not assign any or all of its rights, title, or interest, in or to this Agreement, as this Agreement is for the delivery of goods or related services, or both, as to which the Airport Authority is entitled to insist upon performance solely by the Contractor.
 - ii. The Contractor or any trustee may only assume this Agreement if it provides adequate assurance of future performance. Adequate assurance of future performance means proof reasonably satisfactory to the Airport Authority of: (a) adequate financial capacity to employ or contract with sufficient personnel to perform the Services assigned to the Contractor as provided in this Agreement, and to pay for all services contracted for by the Contractor; (b) adequate financial capacity to own, operate, lease or obtain sufficient facilities and supplies to perform the Services assigned to the Contractor as provided for in this Agreement; and (c) adequate financial and professional capacity to maintain the professional standard provided in this Agreement. The reasonable determination of the Airport Authority as to the adequate professional capacity of the Contractor is determinative.
 - iii. Because of the unique nature of the services this Agreement requires the Contractor to provide, the Contractor agrees that any requests by the Airport Authority that the trustee or it as debtor-in-possession assume or reject this Agreement in a shorter time than provided for in 11 USC 365 is reasonable so long as the trustee or the Contractor receives no less than five business days' notice.
 - iv. If this Agreement is terminated during bankruptcy proceedings or if the trustee or debtor-in-possession successfully and properly obtains a court order rejecting this Agreement, the Contractor as debtor-in-possession or its trustee must cooperate with the Airport Authority in arranging for the orderly transfer of responsibilities to persons or entities as the Airport Authority may designate. The rejection is not effective until the orderly transfer of responsibilities, consistent with sound professional practice, has been completed.
 - v. Although neither party has the right to terminate this Agreement merely because the other is adjudicated bankrupt or insolvent or a trustee or a debtor in possession is appointed over any parties' property, each party retains all of the other termination rights set forth elsewhere in this

Agreement during the period of any proceedings under the United States Bankruptcy Code.

- D. SBE Participation: The Contractor understands that it is the policy of the Airport Authority that Certified SBEs should have the maximum practical opportunity to participate in the performance of contracts at the Airport. Accordingly, during the Term of this Agreement, the Contractor commits and agrees to Certified SBE (defined below) participation of at least [__%] in the goods or services provided under this Agreement (the "Certified SBE Commitment").

The Contractor hereby agrees, for the Term of this Agreement, to either (i) meet the Certified SBE Commitment or (ii) demonstrate that it has made all reasonable efforts to meet the Certified SBE Commitment, including all necessary and reasonable steps the Contractor takes to achieve the Certified SBE Commitment. Certified SBE participation toward the Certified SBE Commitment shall be measured as the total value of any goods or services provided by Certified SBEs under this Agreement, inclusive of all amendments, modifications and change orders. The Certified SBE Commitment may be met by the Contractor's status as a Certified SBE, by joint venture with one or more Certified SBEs, by subcontracting a portion of the Agreement to one or more Certified SBEs, by purchasing materials used in the performance of the Agreement from one or more Certified SBEs, or by any combination of the foregoing. The Contractor's failure to meet the Certified SBE Commitment or to provide the Airport Authority with sufficient documentation of the Contractor's reasonable efforts to meet the Certified SBE commitment shall be sufficient cause for the Airport Authority to terminate this Agreement. If the Contractor has not met the Certified SBE Commitment, the Airport Authority has sole and absolute discretion to determine whether the Contractor has made all reasonable efforts to meet the Certified SBE Commitment. The Contractor must use any such forms as are required and made available by the Airport Authority to demonstrate that the Contractor has either met the Certified SBE Commitment or made all reasonable efforts to meet the Certified SBE Commitment.

The Contractor may neither terminate a Certified SBE, reduce the scope of work to be performed by a Certified SBE, nor decrease the payment to a Certified SBE, without in each instance (i) having just cause (termination for convenience is not permissible); (ii) making all reasonable efforts to find another Certified SBE subcontractor to substitute for the original Certified SBE (these reasonable efforts must be directed at finding another Certified SBE to perform at least the same amount of work or service under the Agreement as the Certified SBE that was terminated, to the extent needed to meet the Contractor's Certified SBE participation commitment); and (iii) receiving the prior written approval of the Airport Authority's Chief Executive Officer or their designee in all instances.

For purposes of this Agreement, a Certified SBE is a business that qualifies as a "Certified SBE" under the Airport Authority's Procurement and Contracting Ordinance. Any waiver, inadvertent or otherwise, of this Section by the Airport Authority shall not be deemed to be a waiver for the remainder of the Term of this Agreement and shall not prohibit the Airport Authority from enforcing this Section with regard to subsequent defaults by the Contractor.

8. WAIVER OF DEFAULT OR BREACH

No failure by the Airport Authority to insist upon the strict performance of any term of this Agreement or to exercise any term after a default or breach constitutes a waiver of any default or breach of term. No waiver of any default or breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other when existing or subsequent default or breach.

9. RELATIONSHIP OF PARTIES; PUBLICITY

- A. Relationship of Parties: The relationship of the Contractor to the Airport Authority is and will continue to be that of an independent contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor.
- B. Publicity: The Contractor shall not issue any press release, marketing materials, public statement or announcement, or otherwise reference this Agreement or its relationship with the Airport Authority, orally or in writing, without the prior written consent of the Airport Authority, except as required by law or a court order.

10. NONEXCLUSIVE AGREEMENT

The Airport Authority may contract with other firms or individuals to obtain the same or similar services to those the Contractor will provide under this Agreement.

11. OWNERSHIP OF DOCUMENTS AND MATERIALS

The Airport Authority shall have unlimited rights in all documents, designs, specifications, notes and other works of any sort developed in the performance of this Agreement, including the right to use same on any other Airport Authority project without additional compensation to the Contractor. The Contractor hereby grants the Airport Authority a paid-up license throughout the world to all such works to which it may assert or establish any claim under design, patent or copyright law. The Contractor, for a period of five years after completion of the Services contemplated under this Agreement, agrees to furnish the original or copies of all such works upon the request of the Airport Authority.

Original documents, plans, schedules, surveys, manuals and budgets prepared or obtained under the terms of this Agreement shall be delivered to and become the property of the Airport Authority upon the Airport Authority's request or the termination of this Agreement, whichever occurs sooner, and may be used by the Airport Authority without restriction or limitation on their use.

Any intentional failure or delay by the Contractor to deliver any records or documents to the Airport Authority may cause irreparable injury to the Airport Authority not adequately compensable in damages and for which the Airport Authority has no adequate remedy at law. In the event of such failure or delay, the Contractor will pay the Airport Authority \$1000.00 per day as liquidated damages, and not as a penalty, until it delivers such records or documents to the Airport Authority. The Airport Authority may seek and obtain injunctive relief in a court of

competent jurisdiction and compel delivery, as well as payment by the Contractor all applicable damages and costs. The Airport Authority has unrestricted use of the records and documents for the purpose of completing the Services

12. RESPONSIBILITY FOR LOSS OR DAMAGE OF DOCUMENTS AND MATERIALS

During the performance of the Services, the Contractor shall be responsible for any loss or damage to the documents or materials enumerated as belonging to the Airport Authority while they are in the Contractor's possession or control. Restoration of lost or damaged documents or materials shall be at the Contractor's expense.

13. THE CONTRACTOR'S RECORDS; ACCESS TO RECORDS; AUDITING

- A. The Contractor shall maintain overtly detailed and accurate financial and accounting records relating to or arising from the Services performed and the materials purchased and used to complete, in whole or in part, the Contractor's obligations under this Agreement. At a minimum, the Contractor shall maintain its financial and accounting records in accordance with accounting principles generally accepted in the United States of America ("Generally Accepted Accounting Principles" or "GAAP"), as issued by an appropriate standard setting body within the United States of America. The Contractor's detailed and accurate financial records shall include, but not be limited to, written or electronic: (a) bank statements and investment statements, (b) purchase orders, (c) subcontracts, (d) sales and purchase invoices, (e) payments made and payments received; (f) payroll records; (g) cancelled checks; (h) internal and external financial reports; (i) internal and external audits; (j) tax returns; (k) records of assets and liabilities; (l), ledgers; (m) financial statements of any type; (n) any other document showing how any invoice was calculated; (o) journal entries; (p) shipping and receiving and documents; and (q) any other document that relates to the performance of the Services, whether directly or indirectly. The Contractor shall require any subcontractor, supplier, vendor and agent to maintain their financial and accounting records in accordance with the requirements set forth in this Section 13.
- B. The Airport Authority has the absolute and unconditional right to examine and audit all financial and accounting records referenced in Section 13(A) above, including the Contractor's financial and accounting records, and any financial and accounting records of any subcontractor, supplier, vendor and agent of the Contractor. The Contractor must include a similar covenant allowing for Airport Authority audit in any agreement it has with a subcontractor or agent related to this Agreement. The Airport Authority may withhold any payment otherwise due to the Contractor pending the final results of any such audit, and such withheld amount shall not accrue any interest. By approval of this Agreement, the Airport Authority waives none of its authority to debar the Contractor from further contract award by the Airport Authority should it find the Contractor is less than cooperative in the conduct of an audit.
- C. The Contractor must maintain all records pertaining to the provision of Services under this Agreement for at least five years after the termination or expiration of this Agreement. After this five year period, the Contractor may dispose of such records if the Contractor provides at least 30 days written notice to the Airport

Authority, at the following address, prior to disposing of any such records so that the Airport Authority may elect to obtain copies of such records prior to their disposal:

Wayne County Airport Authority
Detroit Metropolitan Wayne County Airport
11050 Rogell Drive #602
Detroit, Michigan 48242
Attention: Audit Department

- D. The Contractor must make available to the Airport Authority or its authorized representative all financial and accounting records required by this Section 13, at any time requested by the Airport Authority Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. Such records shall be made available at the location among its offices at which this Agreement is principally performed or which is closest and most convenient for the Airport Authority or its authorized representative, at the Airport Authority's election. In the event that the Airport Authority or its authorized representative are required to undertake travel outside of the Detroit–Warren–Livonia Metropolitan Statistical Area to conduct audit activities, the Contractor shall be responsible for any and all travel related costs and expenses incurred by the Airport Authority or its authorized representative, and shall pay such costs upon demand from the Airport Authority or its authorized representative.

The Contractor shall make its officers, directors and employees available to answer all questions and provide all information required by the Airport Authority. If an audit identifies any deficiencies or discovers the Contractor's failure to comply with any of the terms and conditions of this Agreement, the Contractor shall, not later than 10 days after the Airport Authority issues notice to the Contractor, remedy all deficiencies and failures.

If the Contractor fails to produce the financial and accounting records required by this Section 13, the Airport Authority may, upon 10 days' written notice to the Contractor, make a determination that the Contractor's failure to produce such financial and accounting records creates an irrefutable presumption that such financial and accounting records do not exist. The Contractor agrees to be bound by this determination and irrefutable presumption.

- E. If, as a result of any audit conducted of the Contractor's performance under this Agreement by or for the Airport Authority, the State of Michigan, or the Federal government, a discrepancy should arise as to the amount of compensation due or previously paid to the Contractor, the Contractor shall immediately pay any and all amounts required by the Airport Authority. Payment shall be made by the Contractor to the Airport Authority within seven days of the Airport Authority's written demand to the Contractor. If Contractor fails or refuses to make payment to the Airport Authority as required by this Agreement, in addition to any other legal remedies available to the Airport Authority, the Airport Authority may retain said amount from any funds allocated to the Contractor but not yet disbursed under this Agreement. Additionally, the Airport Authority may offset such a deficiency against the compensation to be paid the Contractor in any other contract or agreement between the Airport Authority and the Contractor, including any performance

guarantee or letter of credit provided for this Agreement or any other contract or agreement between the Parties.

- F. The Contractor agrees a breach of this Section 13 constitutes a breach of this Agreement sufficient to warrant termination, the imposition of liquidated damages (not a penalty) equal to 5% of the total compensation paid to date, and debarment from any further work for the Airport Authority for a period not less than three years. The remedies listed herein are not the Airport Authority's sole and exclusive remedies in the event of a material breach of this Agreement.
- G. Termination or expiration of this Agreement does not relieve the Contractor of any obligation under this Section 13.

14. DISPUTES

The presence of disputes between the Airport Authority and the Contractor, or legal proceedings arising from such disputes, shall not relieve the Contractor of its obligations to properly and expeditiously perform the agreed upon Services. The Contractor shall promptly inform the Airport Authority, in writing, of any dispute arising from or relating to this Agreement. The Airport Authority shall not be liable to compensate the Contractor for any additional costs accrued more than three days before the Airport Authority received written notice of the dispute.

The Airport Authority shall pay the Contractor all undisputed fees and costs for which services were rendered by the Contractor and accepted by the Airport Authority pending the resolution of any particular dispute.

15. TERMINATION OF THIS AGREEMENT

- A. Termination by the Airport Authority for Convenience: The Airport Authority may terminate this Agreement without cause at any time upon 15 calendar days written notice to the Contractor, and this Agreement will terminate on the date specified in the notice as if that date were the expiration of the Term.

If or when this Agreement is terminated, the Airport Authority will pay the Contractor for unpaid fees or expenses accrued prior to the termination date and accepted by the Airport Authority, and will not pay for any Services rendered or expenses incurred by the Contractor after the date of termination. Such fees or expenses shall be provided by the Contractor to the Airport Authority through an itemized invoice for such fees or expenses not more than 30 calendar days following the date of termination. The Airport Authority, upon payment of any approved amounts so invoiced, shall have no further liability or obligation to the Contractor whatsoever for any further fees, expenses or other payment.

After receipt of a notice of termination pursuant to this Section, and except as otherwise directed by the Airport Authority, the contractor shall:

- i. stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- ii. obligate no additional contract funds for payroll and other costs beyond the date specified by the Airport Authority or the date of termination, whichever

is earlier;

- iii. as of the termination date, present and submit to the Airport Authority all records, data, notes, reports, discs, and documents as the Airport Authority relating to this Agreement, all pertinent keys or passwords to files, and carry out such directives as the Airport Authority may issue concerning the safeguarding or disposition of files and property;
- iv. place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of the portion of the Services not terminated, if any;
- v. terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated; and
- vi. submit within 30 calendar days a listing of all creditors, subcontractors, lessors, and other parties with which the Contractor has incurred financial obligations pursuant to the Agreement

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Where applicable, and as desirable by the Airport Authority to accomplish the objectives of this Agreement, the Airport Authority shall have the right to immediately acquire all or a portion of the proprietary software licenses, licenses to the Contractor's materials, and other equipment or materials directly or indirectly related to the Services and not then owned by the Airport Authority.

B. Termination for Default: The Airport Authority may by written notice of default to the Contractor, terminate the whole or any part of this Agreement as follows:

- i. The Contractor's failure to perform or inadequate performance of its obligations under the Agreement if such failure to perform or inadequate performance is not cured within 10 calendar days, or such longer period as the Airport Authority may authorize in writing, after receipt of written notice from the Airport Authority specifying such failure or inadequacy. The Airport Authority's Chief Executive Officer, or his or her designee, is the individual designated to provide the written cure notice. Only the Chief Executive Officer is authorized to terminate this Agreement on behalf of the Airport Authority.
- ii. In the event the Airport Authority terminates this Agreement in whole or in part as provided above, the Airport Authority may procure, upon such terms and in such manner as the Chief Executive Officer may deem appropriate, Services similar to those so terminated.
- iii. If this Agreement is terminated as provided above, then the Airport Authority, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to the Airport Authority in

the manner and to the extent directed by the Chief Executive Officer, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Agreement as has been terminated. Payments for completed reports and other documentation delivered to and accepted by the Airport Authority shall be at the prices specified in this Agreement. Payment for partially completed reports and other documentation delivered to and accepted by the Airport Authority shall be in an amount agreed upon by the Contractor and the Airport Authority. The Airport Authority may withhold from amounts otherwise due the Contractor, or may bill the Contractor as a separate item for such completed or partially completed reports or other documentation such sum as the CEO determines to be necessary to protect the Airport Authority against loss.

- iv. The rights and remedies of the Airport Authority provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, including the collection of liquidated damages.

16. FEDERAL GOVERNMENT AGREEMENTS

This Agreement is subordinate to the provisions of any existing or future agreements between the Airport Authority and the United States of America relative to the operation and maintenance of the Airports, 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 Airports.

17. NATIONAL EMERGENCY

All provisions of this Agreement are subordinate to the right of the United States of America to lease or otherwise assume control of the Airport, or any part thereof, during time of war or national emergency, for military use, and any provisions of this Agreement inconsistent with the provisions of such Agreement with the United States of America will be suspended by such lease or assumption of control.

18. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

The Contractor will comply with any and all rules and regulations adopted by the Airport Authority with respect to use of the Airport. It will also comply with all applicable federal and state laws and regulations.

19. STATE, FEDERAL, AND LOCAL REQUIRED PROVISIONS FOR ALL CONTRACTS

In the event of breach of any of the below covenants, the Airport Authority has the right to either terminate this Agreement or re-enter or repossess land covered by this Agreement and the Airport facilities thereon, and hold the same as if said Agreement had never been made or issued, or both, each as applicable.

- A. State Employment Non-Discrimination Requirements: In accordance with Michigan 1976 Public Act 453 and 1976 Public Act 220, the Contractor covenants 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, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position and to require a similar covenant on the part of any subcontractor employed in the performance of this Agreement. Breach of this covenant may be regarded as a material breach of this Agreement.

- B. Federal Civil Rights - General: The Contractor agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor from the bid solicitation period through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision also obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of: (i) personal property; (ii) real property or interest therein; (iii) structures or improvements thereon. In such cases the provision obligates the Contractor or any transferee for the longer of the following periods: (i) the period during which the property is used by the Airport Authority or any transferee for a purpose for which Federal assistance is extended or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Airport Authority or any transferee retains ownership or possession of the property.
- C. Federal Civil Rights – Title VI: During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (together, the “Contractor” for the remainder of this provision) agrees as follows:
1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 2. Non-discrimination: The Contractor, with regard to the work performed by it during this Agreement, 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. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The 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 Airport Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Airport Authority 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 the Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the Airport Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under this Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending this or any other Agreement with the Contractor, in whole or in part.
 6. Incorporation of Provisions: The 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. The Contractor will take action with respect to any subcontract or procurement as the Airport Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Airport Authority to enter into any litigation to protect the interests of the Airport Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- D. Airport Authority Ethics in Contracting: The Contractor must comply with the Wayne County Airport Authority Ethics Ordinance or any successor ordinance, resolution, or regulation to the same Ordinance, as it may be amended, and as it may apply.

20. LICENSES AND PERMITS

As applicable, the Contractor shall obtain and keep in force at its own expense for the duration of this Agreement, all licenses and permits required by applicable governmental units having appropriate jurisdiction therefor.

21. FORCE MAJEURE

The Parties to this Agreement shall not be required to perform any term, condition, or covenant in this Agreement so long as such performance is satisfactorily demonstrated to have been absolutely delayed or prevented by force majeure, which shall mean Acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Parties hereto and which by the exercise of due diligence the Parties hereto are unable, wholly or in part, to prevent or overcome except as otherwise provided herein. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the Airport Authority's reasonable determination is controlling.

22. SUCCESSORS

The terms, conditions, and covenants contained in this Agreement apply and inure to the benefit of, and are binding upon the Parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of the Airport Authority under this Agreement including, but not limited to, any notices required or permitted to be delivered by the Airport Authority to the Contractor hereunder may, at the Airport Authority's option, be exercised or performed by the Airport Authority's agent or attorney, including but not limited to the Chief Executive Officer.

23. CONFIDENTIAL INFORMATION

The information that Airport Authority may disclose to the Contractor includes, but is not limited to, the following: (a) any and all information relating to Airport Authority's proposed construction projects; (b) any and all information relating to the Airport Authority's completed construction projects; (c) any and all information related to the Detroit Metropolitan Wayne County Airport, including but not limited to its operations and secure areas; (d) any and all information related to the Willow Run Airport; (e) any and all information which would do any of the following: (i) constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical, or similar file); (ii) reveal trade secrets or privileged or confidential information obtained from any person; or (iii) be detrimental to the security of transportation; and (e) any and all information designated confidential or sensitive security information by the Airport Authority. In addition to the above enumerated types of information, there may be other related information that the Airport Authority also discloses to the Contractor, and all this information is, together, the "*Confidential Information*".

In consideration of Airport Authority's disclosure of the Confidential Information for the Contractor its use, the Contractor agrees to the following use and disclosure obligations:

- A. Title to the Confidential Information and all related materials and documentation Airport Authority delivers to the Contractor will remain with Airport Authority;
- B. the Contractor agrees to treat such Confidential Information as secret;
- C. the Contractor shall not to disclose any Confidential Information to third parties and to use it solely for the purpose described in this Agreement. The Contractor will restrict circulation of the Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information for the purpose of providing the services to Airport Authority;

- D. the Contractor will be liable for all costs, damages, liabilities relating to or arising from the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental;
- E. the Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement; and
- F. if any provision of this Section is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect to the extent that such does not create an absurdity.

24. MISCELLANEOUS

- A. When used in this Agreement, the term "Chief Executive Officer" or "CEO" includes the Chief Executive Officer of the Airport Authority, or his designee, unless the context requires otherwise.
- B. The section headings contained herein are included for convenience in reference only, and are not intended to define or limit the scope or intent of any provisions of this Agreement, nor in any way affect this Agreement.
- C. When used herein, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.
- D. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RFB.
- E. Unless otherwise explicitly provided for in this Agreement, the CEO or his or her designee may take all actions under this Agreement on behalf of the Airport Authority.
- F. The Airport Authority may conduct regular contract performance reviews to ensure Contractors consistently meet all aspects of performance.
- G. The Airport Authority represents and warrants that it is not subject to any federal, state, and local sales, use, ad valorem and other taxes, charges and assessments imposed on or based upon the Services to be provided herein. Upon request from the Contractor, the Airport Authority will provide the Contractor with its current tax exemption identification number and any other pertinent documentation verifying its tax-exempt status.
- H. The Contractor covenants that it is not, and will not become, in arrears to the Airport Authority upon any contract, debt, or any other obligation to the Airport Authority.
- I. All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.
- J. If any Affiliate takes any action, which, if done by the Contractor, would constitute a breach of this Agreement, the action is deemed a breach by the Contractor. "Affiliate" is a parent, subsidiary or other company controlling, controlled by or in common control with the Contractor.

- K. This Agreement may be executed in any number of counterparts, and all of the counterparts taken together are one and the same document.
- L. Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision. Additionally, as used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.
- M. The Airport Authority's purchase orders or other ordering documents shall not add to or vary the terms of this Agreement.

25. JURISDICTION AND GOVERNING LAW

This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. The venue for any action involving an alleged default by the Contractor shall only be in a court in the County of Wayne, State of Michigan, unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals. Service of process at the address specified in this Agreement will be sufficient to put the Contractor on notice of any legal action taken by the Airport Authority.

26. SEVERABILITY OF INVALID CONTRACTUAL TERMS

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and is enforceable.

27. NOTICES

All notices, communications or statements required by this Agreement must be sent to the following, each of which may be changed for purposes of this Section by written notice similarly given to the other party:

If to the Airport Authority:	Wayne County Airport Authority Detroit Metropolitan Wayne County Airport contract.notices@wcaa.us
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If to the Contractor:	[Insert Contractor Information]
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All notices are deemed given on the date of receipt, or two business days after the day of electronic or traditional mailing, whichever occurs first. Any notice given by a party must be signed by an authorized representative of such party.

28. ENTIRE AGREEMENT

This Agreement consists of Sections numbered 1 through 28, and the attached documents identified as **Exhibits A and B**. This Agreement sets forth all the covenants, promises, conditions,

and understandings between the Airport Authority and the Contractor concerning the Contractor's performance of the required Services.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalves by their respective duly authorized officers all as of the day and year first above written.

Wayne County Airport Authority

By: _____
Chad Newton
Chief Executive Officer

<ContractorNm>

By: _____

Name: _____

Title: _____

112675

EXHIBIT A

SCOPE OF SERVICES

- a) **CCTV Digital Video Inspections:** Contractor will provide video inspection services for storm and sanitary sewer drainage systems for the purpose of assessing pipe conditions at various unspecified locations on an as needed basis. Reasons for CCTV inspections are maintenance related, inflow/infiltration investigations, pre/post rehabilitation surveys, pre-acceptance, routine assessments, CIP projects or resurveys.
- 1) All pipe video inspections shall be completed using Pipeline Assessment and Certification Program (PACP) standards by PACP certified professionals. A current PACP certification number shall be included for each person creating / gathering inspection reports.
 - 2) The camera equipment used for the CCTV inspections shall be one specifically designed and constructed for such inspection.
 - 3) Lighting for the camera shall be suitable to allow a clear picture for the entire circumference of the pipe. The camera shall be a color, pan, tilt and zoom camera.
 - 4) All cameras shall move through the main pipes via self-powered tractor assemblies. The tractor assemblies used for the inspections shall be the appropriate size assembly for the pipe being inspected according to the manufacturer of the television equipment. Articulated cameras shall be used on pipe systems with bends that do not lend themselves to inspection by standard cameras.
 - 5) The camera shall move through the storm drain in either direction at a uniform rate but not greater than 30 feet per minute. The camera shall be stopped at major defects and connections and shall be panned, tilted, zoomed and rotated to fully view the defects and connections. All such inspections shall be documented on computer-generated logs.
 - 6) The inspections shall begin at the center of the structure, shall clearly show the pipe connection of the pipe to be inspected at the structure and shall pan and tilt around the structure to provide a clear view of the structure and all pipe connections. At every downstream structure, the camera shall be panned and tilted within the structure to provide a clear view of the structure and all pipe connections.
 - 7) Contractor shall provide measurements of cracks, joint separations, or any other pipe anomalies that affects the proper operation of the pipe system.
 - 8) All measurements taken shall be the maximum width, length or both as required of cracks, joint separations or any other pipe anomalies.
 - 9) The Contractor shall use a measuring instrument to determine the diameter of the pipe and shall show the measurement of the diameter in the video.
 - 10) The method of measurement may vary based upon the size of the pipe. For pipes that are 48" or smaller, the Contractor's camera may be used if the camera uses appropriate pipe measuring software as approved by the Authority.
 - 11) All pipes larger than 48" shall be measured by hand using a confined space entry. A full pan at every joint along the pipe shall be made during the pipe video inspection.
 - 12) When taking a measurement during the pipe video inspection, the pipe shall be free of debris and the camera shall be positioned in the center of the pipe and not off to either side of the pipe.

- 13) Emergency situations, the Contractor shall respond to all calls within twenty-four (24) hours unless noted otherwise.
 - 14) The Contractor shall provide the Airport Authority with a report per section ***Scope of Work, d) Inspection Reports.***
 - 15) Two copies of the recorded closed-circuit television (CCTV) on digital video disc (DVD) format are required within five (5) business days of the video inspection.
- b) **Digital Video Format:** All CCTV video inspections performed shall be submitted in the following electronic (digital) format:
- 1) Each inspection shall include a database file for the selected video recording software along with the MPEG video files on data DVD-ROMS.
 - 2) The digital recording shall include both audio and video information that accurately reproduces the original picture and sound of the video inspection.
 - 3) The video portion of the digital recording shall be free of electrical interference and shall produce a clear and stable image.
 - 4) The audio portion shall be sufficiently free of background and electrical noise as to produce an oral report that is clear and discernible.
 - 5) Each video shall include an overlay / text display. Each inspection start shall include the overlay display of section details including at a minimum:
 - a) Owner Name
 - b) Project Name
 - c) Contractor Name
 - d) Street Name/Airport Location
 - e) Date / Time of inspection
 - f) Manhole Start # / Manhole End # (Coordinates and GPS at each entry point)
 - g) Pipe Material
 - h) Pipe size
 - i) Direction of Video with respect to flow
 - j) Weather
 - k) Flow Level
 - l) GPS coordinates at each entry point.
- c) **Inspection Reports:** Prepare a printed report describing the condition of the pipe, noting any problems, and diagrams/photos on the report showing the condition or problem.
- 1) Reports for each site should be broken down between each manhole/structure, unless the section of pipe does not allow for such breakdown.
 - 2) Two printed/bond copies of the report are required within five (5) business days of the video inspection.
 - 3) PDF copies of these reports must be included on the DVD supplied of the CCTV video.
- d) **Jet-Rodding:** Contractor will provide vactor/high velocity jet rodding services at a variety of Airport sites. These sites may include but not limited to; storm drain cleaning, storm drain clearing, culvert cleaning, box culvert cleaning, and wet/dry well cleaning/inspection:

- 1) Water jet cleaning equipment shall include a water tank, auxiliary engine, pumps, and hydraulically driven hose reel.
 - 2) The Contractor shall provide a minimum of 600 feet of high-pressure hose and a selection of high-pressure nozzles, each having a capacity of 60 gallons per minute at working pressures of 1000 to 2000 pounds per square inch.
 - 3) Pressure to the nozzle shall be regulated by a relief valve adjustable from 1 to 2000 psi.
 - 4) Nozzles shall be capable of producing a jet stream angle of 15 to 45 degrees from the horizontal.
 - 5) The Contractor shall also provide a high velocity gun with sufficient discharge and pressure to thoroughly clean manhole interiors.
- e) **Vactoring:** Contractor will provide suction/pumping services to remove non-hazardous liquid, high solids, oily water or sludge from a variety of Airport sites. These sites may include, but are not limited to, sumps, separators, vaults, wet wells, floor drains, pits, trenches, underground tanks and drums.
- 1) Contractor must supply high-capacity vacuum trucks
 - 2) Vactor equipment must have 1,500+ gallon capacity.
 - 3) Contractor shall have the capability to remove and transport hazardous materials
 - 4) Vactor equipment shall be capable of lifting solids and liquids (water) 30 feet from the bottom of tanks, drains, culverts, vaults, wet wells or similar locations to the vactor holding tank.
 - 5) **A list of available equipment owned by the contractor must be submitted with bid proposal.**
- f) **Airport Authority Responsibilities:**
- 1) The Airport Authority will provide airfield escorts as needed to facilitate activities under this contract.

The Airport Authority may provide pipe network sketches with node ID's to be used as references on video if available.

EXHIBIT B

FEES