



**COLUMBUS REGIONAL AIRPORT AUTHORITY (“AUTHORITY”)  
CONSTRUCTION PURCHASE ORDER TERMS AND CONDITIONS**

**1. CONTRACT WORK** - The “Contract Work” consists of the services, activities and deliverables set forth in the “Contract Documents”, which include this Purchase Order; the Contractor’s scope of work and proposal incorporated by reference and all other Contract Schedules, drawings, and specifications approved from time to time by the designated representative of the Authority. Contractor, which as used throughout these terms and conditions shall include subcontractors and suppliers, shall provide all supervision, labor, materials, equipment, tools, incidentals, and other items, and perform all work, necessary to complete the Contract Work as described in the Contract Documents to the satisfaction of the designated representative of the Authority, who unless otherwise indicated shall be the Authority employee charged with overseeing the work for the Authority (“Designated Representative”). Contractor shall, at no additional cost to the Authority, obtain all licenses and permits that may be required for the prosecution of the Contract Work. The Contract Work shall conform to the Contract Documents and no deviations may be made without the advance written consent of the Designated Representative. Contractor shall, at all times, protect the Contract Work and all materials, equipment, and other items from damage, deterioration, contamination, corrosion, and exposure. Contractor shall at all times use reasonable precautions to prevent injury and illness to persons and to protect property and the environment in, about, or near the Contract Work and shall at all times conform to Contractor’s written safety policies and plans which shall at a minimum meet the requirements of applicable federal, state, and local environmental, health, and safety laws, regulations, and requirements, as well as the Authority’s safety and health program guidelines as then in effect. Contractor shall further comply at all times with all security directives and policies of the Authority applicable to the Site, including but not limited to such reasonable instructions as the Designated Representative of the Authority may from time to time issue. Contractor shall keep the Site free of any debris from the Contract Work and shall leave the Site in a broom-clean and neat condition.

**2. CHANGES** - The Authority reserves the right, by written notice to Contractor, to make changes to the Contract Work; to change the Contract Schedule; or to modify, change, omit, add to, or suspend the Contract Work. To the extent that any proposed changes to the Contract Work shall result in a change to the cost of Contractor’s performance, there shall be an equitable adjustment in the Contract Price; except that, no increase in the Contract Price shall be made unless Contractor has fully performed all of its obligations under this Purchase Order and said change is agreed to in writing signed by the parties.

**3. CONTRACT SCHEDULE** - Time is of the essence in the performance by Contractor of this Purchase Order. Upon receipt of the Purchase Order from the Authority, Contractor shall proceed immediately with the Contract Work in accordance with the Contract Schedule defined to be the dates by which specific milestones and substantial completion must be obtained as approved by the Authority. Contractor shall perform, continue, and complete its obligations under this Purchase Order all strictly in accordance with the Construction Schedule. Except as otherwise set forth in the Contract Documents or agreed to in writing by the Designated Representative, all Contract Work shall be performed during regular business hours. Upon request from the Authority, Contractor shall provide such information as may be requested in order to determine the progress of the Contract Work. Contractor shall not be entitled to any increase in the Contract Price resulting from the failure of Contractor to meet the Contract Schedule.

**4. PRICE AND PAYMENT TERMS** - **Contract Price** means the total amount due from the Authority to Contractor for the Contract Work. After acceptance of the Contract Work by the Authority, Contractor shall submit an invoice to the Authority, and the Authority shall pay Contractor the Contract Price subject to such adjustments as may otherwise be provided in this Purchase Order. The Contract Price shall constitute Contractor’s full compensation for Contractor’s obligations under this Purchase Order. Contractor acknowledges and agrees that the intent of the Contract Documents is to include all labor, materials, equipment, tools, plans, water, light, power, and other items necessary for Contractor to provide a complete and finished project. Payment terms are net 30 days. No interest shall be payable with respect to any amounts due or that may be due Contractor under this Purchase Order. All invoices shall reference the Authority Purchase Order Number and shall be sent to the Authority Accounts Payable Department at 4600 International Gateway, Columbus, OH 43219 unless otherwise set forth in the Contract Documents. The acceptance of payment by Contractor shall constitute a release of the Authority of any and all liability, except for amounts expressly retained, for any reason arising out of this Purchase Order other than claims or disputes expressly reserved in writing in the request for payment.

**5. INSPECTION, ACCEPTANCE, AND WARRANTY** - Any and all aspects of the Contract Work are subject to inspection and testing by the Authority. If the Contract Work is determined at any time to be defective or nonconforming in any respect, Contractor shall, at its sole expense, perform all necessary repairs and reconstruction and perform re-testing or reinspection. The failure of the Authority to notify Contractor of any such failure shall not relieve Contractor of any of its duties under this Purchase Order. Prior to the acceptance by the Authority, Contractor shall bear all risk of any loss or destruction or damage

to the Contract Work and to any materials, equipment, or other property of the Contractor at the Site. Title and risk of loss shall pass to the Authority only upon final acceptance which shall occur when the designated representative acknowledges in writing that the Authority accepts the Contract Work. Contractor warrants that the Contract Work shall comply with the Contract Documents and shall be free of defects in material and workmanship and hereby further assigns to the Authority the benefit of all manufacturers' warranties for products and equipment incorporated into the Contract Work or delivered to the Authority.

**6. REPRESENTATIONS** - Contractor represents that it is properly organized, in good standing and qualified to do business in the state of Ohio; that the person designated to act on behalf of the Contractor is authorized to do so; and that it is unaware of any governmental action or pre-existing obligation that would prevent it from performing its obligations as set forth in this Purchase Order. Contractor further represents and warrants that the Contract Work and Contractor's performance of it shall be in compliance with all applicable federal, state and local statutes, rules, regulations and assurances including all such statutes, rules, regulations and assurances which may be prerequisite to or a condition of the Authority receiving any federal or state grant or loan or other governmental assistance. Additionally, Contractor represents that Contractor has personally examined the Contract Documents, has investigated the Project Site as to all conditions affecting the Work and the difficulties likely to be encountered in the performance of the Work, is fully familiar with all the conditions on the Project Site and affecting the Work, and has correlated personal observations with the requirements of the Contract Documents.

**7. INDEMNIFICATION** - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Authority, and its directors, officers, employees, agents, contractors, subcontractors, lessees, and sublessees from and against all liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses including, but not limited to, fees of attorneys or other professional consultants of the Authority's own choosing, arising out of or resulting from the performance of the Purchase Order by the Contractor, provided that such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself to the extent such damages are covered under insurance maintained or required to be maintained by the Authority), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether or not such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses are caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 7. The Contractor shall promptly reimburse the Authority, and its successors and assigns, for any cost, expense, or fees of attorneys or other professional consultants of the Authority's own choosing incurred on account of any such liabilities, claims, costs, suits, demands, actions, damages, judgments, fines, losses, and expenses, or incurred in enforcing the terms of the Purchase Order.

**8. INSURANCE** - The Contractor shall maintain the following insurance coverage during the performance this Purchase Order:

REQUIRED COVERAGE TYPE	MINIMUM COVERAGE LIMITS
Comprehensive General Liability (CGL)	\$ 2,000,000 per occurrence.
Worker's Compensation	Contractor and its Subcontractors must each maintain workers compensation coverage meeting the statutory requirements of the State of Ohio.
Employer's Liability	\$1,000,000 Contractor and its Subcontractors must each maintain Employer's Liability coverage. The policy must include intentional tort coverage, an "Ohio Stop Gap" endorsement, and a waiver of subrogation in favor of the Authority.
Automobile Liability	\$1,000,000 combined single limit on owned, non-owned, and hired autos
Builders Risk Insurance	As required by Authority and the Project, Contractor shall obtain builders risk insurance.
Contractors Pollution Liability Insurance	As required by Authority and the Project, Contractor shall obtain contractor's pollution liability coverage for environmentally sensitive or hazardous types of work
Electronic Data Liability Insurance	\$2,000,000 as required by Authority and the Project, Contractor shall maintain electronic data liability insurance or an electronic data liability endorsement insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

The Commercial General Liability (CGL) insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Authority shall be included as an additional insured with respect to liability coverage, except workers' compensation.

**9. EQUAL OPPORTUNITY** - Contractor shall not discriminate on the basis of race, color, religion, national origin, or sex in the performance of this Purchase Order. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Purchase Order, which may result in the termination or such other remedy as the Authority deems appropriate. Contractor understands that the Authority in the operation and use of Airport facilities, is committed to an affirmative action program and will not, on the grounds of race, color, religion, sex, or national origin, discriminate or permit discrimination against any person or group of persons in the manner prohibited by Part 21 of the U.S. Department of Transportation Regulations (49 CFR Part 21). Further, it is the policy of the Authority that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the Authority. The Contractor shall permit access to any relevant and pertinent reports and documents by the Authority for the purpose of verifying compliance with this Article. All such materials provided to the Authority by the Contractor shall be considered confidential. Failure or refusal of the Contractor to comply with these Equal Opportunity Provisions may result in cancellation of this Purchase Order or any other action prescribed or allowable under law.

**10. GOVERNING LAW, JURISDICTION, AND DISPUTES** - This Purchase Order shall be construed and interpreted in accordance with the laws of the State of Ohio, without regard to its choice of law provisions. Each party consents to the non-exclusive jurisdiction of the courts of Ohio for resolution of disputes arising out of or related in any way to this Purchase Order. Contractor shall continue to perform its obligations under this Purchase Order during the pendency of any dispute and the failure of Contractor to continue to perform its obligations or to comply with any such order may be treated by the Authority as a default under this Purchase Order. Should either Party employ an attorney to enforce any of the provisions of this Purchase Order, or to protect its interests in any manner arising out of this Purchase Order, or to recover damages as a result of the breach of this Purchase Order by Contractor, or to prosecute or to defend any litigation or legal action as a result of this Purchase Order, the prevailing party shall be entitled to recover all reasonable costs, charges, expenses, and attorney's fees expended or incurred as a result.

**11. TERM, TERMINATION AND SURVIVAL** - Acceptance of this Purchase Order occurs when (a) Contractor acknowledges acceptance in writing or (b) Contractor commences any part of the Contract Work, including but not limited to placing orders for materials to be incorporated into the Contract Work. This Purchase Order will continue in effect until acceptance of the work by the Authority, unless terminated earlier in accordance with this section.

Upon written notice to the Contractor, the Authority may, without cause and without prejudice to any other right or remedy it may have, elect to terminate all or part of the Agreement. In such case, the Authority will pay the Contractor for all Contract Work that the Contractor satisfactorily performed prior to the date of termination. After the Authority terminates the Purchase Order, the Contractor must, unless the notice of termination directs otherwise, immediately discontinue the Contract Work and thereafter take action only necessary to preserve and protect the Work, including materials and equipment on the Site or in transit thereto.

Either Party may terminate this Purchase Order for default due to the other party's failure to satisfy a material requirement of the Purchase Order by giving written notice to the other party, provided that the terminating party shall have given at least thirty (30) days advance written notice of its intent to terminate this Purchase Order for default and the defaulting party shall have failed to cure the defaults within the required time, or, if such cure cannot reasonably be accomplished within thirty (30) days, the defaulting party has not taken all commercially reasonable action to cure the default at the earliest commercially reasonable time and does not continue to prosecute such actions diligently until such defaults are cured.

**12. ACCOUNTING RECORDS** - During the term of this Purchase Order including any renewal or extension hereof, and for a period of three (3) years thereafter, or for such longer period of time as may be required by applicable regulations, the Authority shall have the right, upon reasonable notice to Contractor, to inspect and audit all of its' books of account, records, computer data, and other documents, pertaining to payments made or to be made pursuant to this Purchase Order and Contractor shall keep said information available at the place where the information is normally maintained; provided, that all such inspections and audits shall be conducted during regular business hours. Contractor will provide adequate work space and office equipment for the audit to be conducted.

### **13. MISCELLANEOUS**

13.1 If and to the extent any provision of this Purchase Order is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision will not in any way affect the legality, validity or enforceability of any other provisions of this Purchase Order.

13.2 This Purchase Order, including any Schedules and Exhibits, constitutes the entire understanding of the Parties with respect to the subject matter thereof and will supersede all previous and contemporaneous communications, representations, or understandings, either oral or written, between or among the Parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between or among the Parties.

13.3 Neither Party may assign this Purchase Order or any rights or obligations under this Purchase Order, and any assignment without the express written consent of the other Parties will be invalid.

13.4 No director, officer or employee of the Authority shall be charged personally or held contractually liable by or to the Contractor under any term or provision of this Purchase Order or because of any event thereof or because of their execution or approval of this Purchase Order.

**END OF TERMS AND CONDITIONS**