

VOUCHER # Airport Hanger Lease 2020

TO BE PUBLISHED - LEGAL

09/22/2020 & 9/29/2020

BIDS TO BE OPENED:

10/9/2020

**THE ADVOCATE
BATON ROUGE, LOUISIANA**

NOTICE TO BIDDERS

Electronic or sealed bids will be received by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, Municipal Building, Room 826, 222 St. Louis St, Baton Rouge, LA until **11:00 A.M. October 9, 2020** for the following:

LEASE OF HANGER BUILDING AND APRON

**Located at 9455 Plank Road,
Baton Rouge, LA 70807**

Bids shall be received electronically via www.bidexpress.com or on the solicitation bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge.

Electronic bids for the solicitation will be downloaded by the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division. Electronic bids must be submitted through www.bidexpress.com prior to the bidding deadline. Beginning as soon as feasible after the bid closing time all electronic bids will be downloaded and publicly read aloud along with all paper bids received, if any, in Room 806 immediately after the 11:00 a.m. bid closing. Bidders or their authorized representatives are invited to be present.

Due to the COVID-19 emergency situation and in light of the Louisiana Governor's Proclamation Number JBE 2020-30 and subsequent Proclamations extending provisions of the State of Emergency, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

**Join by phone
+1-408-418-9388 United States Toll
Access code: 263 373 080 (followed by the # button)**

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

**United States Toll (Boston) +1-617-315-0704
United States Toll (Chicago) +1-312-535-8110
United States Toll (Dallas) +1-469-210-7159
United States Toll (Denver) +1-720-650-7664
United States Toll (Jacksonville) +1-904-900-2303
United States Toll (Los Angeles) +1-213-306-3065**

**This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.
All other terms & conditions remain unchanged.**

Note: The City-Parish has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. This Invitation To Bid is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/dspBid.cfm?search=department&term=102>.

Anyone interested in viewing the facility prior to bidding may contact and make arrangements with Vince Caire, Airport Development & Administrative Manager. He can be reached at (225) 355-0333 or via email at vcaire@brla.gov.

Bids, amendments to bids or request for withdrawal of bids received after time specified for bid openings shall not be considered for any cause whatsoever.

Full information may be obtained upon request from the above address or by telephoning Lynn M. Maloy at (225) 389-3259, extension 312, or via email at lmaloy@brgov.com.

Deadline for Inquiries is 5:00 pm on October 1, 2020.

INSTRUCTIONS TO BIDDERS / TERMS & CONDITIONS - SEALED BIDS

Bidders are urged to promptly review the requirements of this specification and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. Bids are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive bids. Bidders should rely only on advertisements in the local newspaper, and should personally pick up bids and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
3. The bid number, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
4. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. No faxed or emailed bids shall be accepted.
5. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
6. The City Parish specifically reserves the right to evaluate bids and award items separately, grouped or on an all or none basis, to accept the bid which is in the best interest of the City parish, and to reject all proposals if that is in the best interest of the City Parish.
7. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on bid forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. Altered or incomplete bids (including non-acknowledgement of addenda issued, if any), or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection.
8. All bids must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
9. All bids must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
10. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
11. Detailed factory specifications, illustrative literature and any deviations should be submitted with bid as required by the specifications or on the bid form. Representative samples shall be submitted upon request, if appropriate. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the City to evaluate quality, suitability, and compliance with the specifications in the solicitation.
12. Written addenda issued prior to bid opening which modifies the bid shall become a part of the bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method. Failure to acknowledge receipt of addenda (if any) shall render the bid non-responsive and subject to rejection.
13. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.

14. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
15. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor. Late deliveries or unsatisfactory performance may be cause to cancel the Purchase Order or contract.
16. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
17. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are excluded from state and local taxes.
18. Acceptance of award by vendor, either in writing or by shipment of any article described herein, shall effectuate a contract between City - Parish and vendor for the materials described herein, and no additional conditions or amendments shall have any effect unless approved in writing by City - Parish.
19. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Information pertaining to completed files may be secured by visiting the EBR City Parish Purchasing office during normal working hours.
20. The City - Parish is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed? YES ____ NO _____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
25. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB

circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

26. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
27. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
28. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
29. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so

that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

GENERAL INFORMATION:

NOTE:

Due to the COVID-19 emergency situation and in light of the Louisiana Governor's Proclamation Number JBE 2020-30 and subsequent Proclamations extending provisions of the State of Emergency, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office until such time as this restriction is lifted.

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United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time for the date of bid opening.

- Anyone interested in viewing the facility prior to bidding may contact and make arrangements with Vince Caire, Airport Development & Administrative Manager. He can be reached at (225) 355-0333 or via email at vcaire@brla.gov.
- Deadline for Inquiries is 5:00 pm on October 1, 2020.

ADDITIONAL REQUIREMENT OF BID

The winning Bidder will be required to sign a lease in a form acceptable to the Owner no later than 30 days after date bid is accepted by the Metropolitan Council of the City of Baton Rouge and Parish of East Baton Rouge. A copy of the proposed lease is attached hereto and shall be incorporated by reference. **A minimum bid of a rental rate of \$192,000.00 per year is required.** The required term of the lease is an initial term of five (5) years, with an additional five (5) year mutual option to renew.

The winning Bidder understands and agrees to accept the building in its current "As-Is" condition.. Further, Bidder understands and agrees that any and all improvements shall become the property of the Owner at the conclusion of the lease.

No Bidder submitting a bid may have outstanding overdue obligations to the City of Baton Rouge and Parish of East Baton Rouge. Any bids submitted by Bidder with outstanding obligations will not be considered.

For purposes of accessing the Property, which may include certain areas of the Air Operations Area ("AOA") or other secured areas, authorized personnel working for the bidder or under the Lease Agreement will be required to undergo all necessary background checks as provided under the policies of the Greater Baton Rouge Metropolitan Airport. Furthermore, the winning bidder will be required to control all ingress and egress from the AOA or secured areas through coordination with the Baton Rouge Metropolitan Airport and in accordance with Airport Policies.

The winning Bidder agrees to carry and maintain at its sole cost and expense during the performance of this lease, the following types of insurance:

- A. Commercial General Liability \$5,000,000 (per occurrence)
- B. General Aggregate \$10,000,000 (if coverage's apply exclusively to this lease)
 - a. Coverage's are to include Premises-Operations, Personal Injury, Products/Completed Operations, Contractual Liability, and Contractually Assumed Obligations.
- C. Automobile Liability Coverage \$1,000,000 (per occurrence) (hired and non-owned)
- D. Workers' Compensation and Employer's Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana.
- E. Commercial Property coverage in an amount equal to 100% of the value of the improvements to meet the coinsurance provisions of the policy.

**CITY OF BATON ROUGE/PARISH OF EAST BATON ROUGE
PURCHASING DIVISION**

BID PROPOSAL FOR THE LEASE OF BUILDING:

Legal Description: The subject property is an aircraft hangar/MRO (Maintenance, Repair, and Overhaul) facility with fire suppression capable of supporting jet aircraft operating on the Baton Rouge Metropolitan Airport. The municipal address of the subject property is 9455 Plank Road, Baton Rouge, Louisiana 70807. It was occupied by a regional airline from 2003 through 2020. The building and its improvements are situated on a total land area of approximately 5.48 acres. The subject property has a total gross building area of 43,765 square feet. The enclosed building area is divided into 12,000+/- square feet of office area (meeting space, kitchen and break area), 27,400+/- square feet of hangar/warehouse space, 800+/- square feet of enclosed storage area and a 570+/- square foot pump house for the chiller system. There is parking for approximately 50 vehicles, a 2,700+/- square foot attached canopy, a 295+/- square foot loading dock, and a delivery bay for 53' trailers. The property is fenced and designed to support airport security and access requirements.

The office area was recently repainted while other portions of the building may require some minor refurbishing. The building is slightly less than 20 years old and the overall condition reflects some areas of wear and tear with the attendant degrees of the aforementioned use. "As is," the property appears suitable for a commercial service utilization and immediate occupancy.

The site features an unattached hazardous materials storage structure and outdoor covered general storage area totaling approximately 2,700 sq. ft. These structures are considered secondary, ancillary buildings with less direct contributory value.

Located to the rear of the building is an approximately 65,289 square foot private aviation apron capable of supporting multiple large jet aircraft.

The rights granted under the Lease Agreement executed by the winning bidder will be expressly limited to those contained in the Minimum Standards of Aeronautical Activities for the Greater Baton Rouge Airport District, with one exception and that exception being "Service Category I – Fuel and Oil Sales." Sale of fuel to the public will not be permitted at this Hangar Building or its accompanying apron and parcel of land and is prohibited.

Bidder agrees to comply with all rules and regulations now in effect and as may be hereinafter promulgated respecting any minimum standard for operations on the leased premises or any other aeronautical activity including any change or amendment to the Minimum Standards for Aeronautical Activities enacted by the Director of Aviation at the Baton Rouge Metropolitan Airport or any standard or specifications or requirements promulgated or enforced by the Federal Aviation Administration or its successor.

Bidder will be bound by all terms and conditions of the lease agreement. The Lease Agreement shall embody the entire agreement between the Parties and it may only be amended by a writing signed by both Parties.

Note: Attached maps and pictures identifying leased premise is for informational purposes only.

BID FORM

The undersigned having (a) examined carefully the accompanying Invitation to Bid, (b) had the opportunity to visit the proposed site to be leased, (c) become familiar with all terms and conditions specified in the Invitation to Bid and the Lease Agreement hereby submits this Bid Form:

The undersigned proposes to lease the Hangar Building and Apron located at 9455 Plank Road, Baton Rouge, Louisiana 70807 in accordance with the lease agreement attached to the Invitation to Bid and made a part hereof, as follows:

1. Annual Rent Bid Amount \$ _____/year (Minimum Acceptable Bid Amount is ONE HUNDRED NINETY-TWO THOUSAND AND NO/100 (\$192,000.00) per year).
2. Bidder shall submit a bid bond in, the form of a certified check in the amount of 5% (five-percent) of the bid amount. This check shall be made payable to the City of East Baton Rouge / Parish of East Baton Rouge.
3. Bidder shall also complete and submit the form entitled Bidder's Organization contained in this Invitation to Bid.
4. Bidder shall submit a corporate resolution, if required by law.

I/We respectfully agree to all terms and conditions of this bid and lease as submitted

Company Name (If applicable)

Address: _____

Principal

By _____
(Printed Name)

(Signature)

Date _____

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this ___ day of _____, 2020, by THE CITY OF BATON ROUGE AND PARISH OF EAST BATON ROUGE ON BEHALF OF THE GREATER BATON ROUGE AIRPORT DISTRICT represented herein by the MAYOR-PRESIDENT (hereinafter referred to as "LESSOR"); and _____, represented by its duly authorized representative, _____ (hereinafter referred to as "LESSEE").

WITNESSETH:

WHEREAS, LESSOR owns certain buildings and apron located on and at the Baton Rouge Metropolitan Airport;

WHEREAS, LESSEE desires to lease the property described herein to LESSEE for the purpose of _____, together with the right to use and enjoy, individually and in common with others, the Leased Premises referred to; and

WHEREAS, LESSEE will operate the Leased Premises in accordance ____ [Category of Operation from Minimum Stds.] _____, providing services in connection with said Premises and said LESSEE desires to Lease Premises from LESSOR;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, LESSOR does hereby lease, demise, grant and let to LESSEE, and LESSEE does hereby hire, take and lease from LESSOR, the following premises and rights.

ARTICLE I
LEASE PREMISES

1.01 The "Leased Premises" is and shall be described as a Hangar Building, Apron and accompanying buildings located on approximately 5.48 acres of land at the Baton Rouge Metropolitan Airport bearing the municipal address of 9455 Plank Road, Baton Rouge, Louisiana 70807. The Leased Premises is shown and described on the attached Exhibit "A." LESSOR does hereby demise and let unto LESSEE, and LESSEE does hereby hire, take and lease from LESSOR, the Leased Premises, together with rights of ingress to and egress from said premises and rights on and in connection with the property and improvements of LESSOR commonly known as the Baton Rouge Metropolitan Airport ("Airport").

1.02 Any improvements to the lease premises shall be constructed in accordance with the plans and specifications previously submitted by LESSEE to LESSOR and shall be approved by the Director of Aviation whose consent shall not be unreasonably withheld.

1.03 It is agreed and understood that at the expiration, termination or cancelation of the Lease, by term or otherwise, all improvements to the leased premises will come under the operation, management, and control of LESSOR without any obligation of LESSOR to pay LESSEE for same whatsoever.

**ARTICLE II
TERM OF LEASE**

2.01 The primary term of this Lease shall be for five (5) years, and shall commence on _____ and end on the _____.

2.02 LESSEE shall have one (1), five (5) year mutual option to renew. This Lease shall automatically renew for each renewal term unless either party gives written notice to the other party of any intent not to renew and no less than 180 days prior to the expiration of the primary term or the current option term.

2.03 It is agreed and understood that the expiration, termination or cancelation of the Lease, by term or otherwise, all improvements to the leased premises will become the property of the LESSOR without any obligation of LESSOR to pay LESSEE for same whatsoever.

**ARTICLE III
RATES AND CHARGES**

3.01 Rent on the leased premises shall be \$_____ per year payable monthly in twelve (12) equal payments of \$_____ and due on the 1st day of each month.

3.02 Rent delinquent after 10 days from the due date shall bear a late charge from the due date of 1.5% per month until paid. Late charges shall not exceed 18% per annum. Further, any rent payment returned due to insufficient/non-sufficient funds (NSF) shall bear an additional fee of Twenty-Five and 00/100 (\$25.00) Dollars to be paid in addition to the rent due.

3.03 LESSEE shall be responsible for payment of any and all taxes, including but not limited to excise, ad valorem, inventory, property taxes assessed or imposed by any taxing authority (State or Local) on machinery, equipment, inventory, or other personal property or assets of LESSEE. LESSEE shall pay the entirety of the taxes for such items without any obligation of the LESSOR.

3.04 All utilities shall also be paid by LESSEE.

**ARTICLE IV
INSURANCE**

4.01 The LESSEE shall acquire insurance coverage as stipulated in this Lease for each particular type of operation. Such insurance coverage shall be provided under policies issued by a company or companies of sound and adequate financial responsibility with no less than an A-rating, and which are authorized, qualified, and licensed under the laws of the State of Louisiana.

4.02 LESSEE shall indemnify, save and keep LESSOR and the City of Baton Rouge and Parish of East Baton Rouge, its officers and employees, free and harmless from and against any and all actions, suits, proceedings, claims and demands for injury, damage, loss, liability, cost and expense, of any kind or nature whatsoever, which may be brought, made or filed against LESSOR and the City of Baton Rouge and Parish of East Baton Rouge, its officers, and employees, by reason of or arising out of, or in any manner attributable to any and all operations of LESSEE in the use of the leased premises and by reason of its use of the Airport and not arising out of or resulting from the negligence or intentional misconduct of the LESSOR and the City of Baton Rouge and Parish of East Baton Rouge, its officers and employees. In the event LESSOR and the

City of Baton Rouge and Parish of East Baton Rouge are sued for any matter as to which LESSEE has agreed to indemnify and hold it harmless hereunder, it shall give immediate notice thereof to LESSEE delivering to the LESSEE all pleadings and papers which may have been served upon the LESSOR and the City of Baton Rouge and Parish of East Baton Rouge in such suit. LESSEE shall control the handling of any such suit including the settlement thereof and LESSOR and the City of Baton Rouge and Parish of East Baton Rouge agrees to cooperate with LESSEE in the defense and handling of any such suit.

4.03 LESSEE shall acquire and keep in full force and effect of the term of this Lease liability insurance coverage with limits of liability as hereinafter stated, but the acquisition of such insurance coverage shall not relieve LESSEE of any of its obligations under this Lease. LESSEE shall, without expense to LESSOR and the City of Baton Rouge and Parish of East Baton Rouge and upon commencement of the term thereof, obtain and cause to be kept in full force and effect liability insurance coverage, insofar as such coverage is available under policies and endorsements thereto approved by LESSOR and the City of Baton Rouge and Parish of East Baton Rouge insuring against the liabilities set forth in the indemnification paragraph above, such insurance to include by way of example but not by way of limitation, commercial general liability coverage and primary automobile liability insurance coverage, with limits not less than that amount hereinafter stated. Such insurance coverage shall be provided by policies issued by a company or companies of sound and adequate financial responsibility, and which are approved by LESSOR and the City of Baton Rouge and Parish of East Baton Rouge and licensed to do business in Louisiana. Such insurance policies shall contain an endorsement providing that LESSOR and the City of Baton Rouge and Parish of East Baton Rouge will be given not less than thirty (30) days notice prior to the cancellation or change of coverage provided by said policies. The commercial general liability policies shall include contractual liability coverage, and shall make reference to this Lease. LESSEE shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the LESSOR and the City of Baton Rouge and Parish of East Baton Rouge evidencing such insurance coverage. In the event LESSOR and the City of Baton Rouge and Parish of East Baton Rouge is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this Lease, LESSEE shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the LESSOR and the City of Baton Rouge and Parish of East Baton Rouge with certificates evidencing the re establishment of the insurance coverage required herein.

4.04 It is specifically understood and agreed that LESSEE at its sole cost and expense, shall carry and maintain at all times during the performance of this Lease, the following types of insurance:

4.04 (a) Workers' Compensation and Employer's Liability insurance covering all employees engaged in services hereunder in compliance with the laws of the State of Louisiana.

4.04 (b) Commercial General Liability coverage shall be provided with limits of no less than Five Million Dollars (\$5,000,000.00) for any one Occurrence and a General Aggregate limit of no less than Ten Million Dollars (\$10,000,000.00) if these coverage's apply exclusively to this agreement. Coverages are to include, but may not be limited to, Premises-Operation, Personal Injury, Products/Completed Operations, Contractual Liability, and Contractually Assumed Obligations.

4.04 (c) Automobile Liability coverage shall be provided with limits of not less than \$1,000,000.00 for any one occurrence. Coverage's are to include all Owned, Hired and Non Owned Automobiles.

4.04 (d) Commercial Property coverage in an amount equal to 100% of the value of the improvements to meet the coinsurance provisions of the policy. LESSEE shall carry during the term of this Lease Commercial Property insurance on all fixed improvements erected/or purchased by LESSEE on the leased premises to the full insurable value thereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property.

4.05 The following shall be named as Additional Insured under all policies of insurance:

**The Metropolitan Council
The City of Baton Rouge Parish of East Baton Rouge
The Greater Baton Rouge Airport Commission
The Greater Baton Rouge Airport District**

Provided however, such liability insurance coverage shall also extend to damage, destruction and injury to LESSOR and the City of Baton Rouge and Parish of East Baton Rouge or leased premises and LESSOR and the City of Baton Rouge and Parish of East Baton Rouge personnel, and caused by, or resulting from work, acts, operations or omissions of LESSEE, its officers, agents, employees and independent contractors on the Leased Premises or the Airport. The LESSOR and the City of Baton Rouge and Parish of East Baton Rouge shall have no liability for any premiums charged for such coverage, and the inclusion of the LESSOR and the City of Baton Rouge and Parish of East Baton Rouge as a named insured is not intended to, and shall not, make the LESSOR and the City of Baton Rouge and Parish of East Baton Rouge a partner or joint venture with LESSEE in its operations on the Airport.

4.06 All required insurance policies shall provide an endorsement to include a Waiver of Subrogation in favor of the City of Baton Rouge, Parish of East Baton Rouge and shall read as follows: "LESSEE, its agents, assigns, employees and insurer(s) hereby release the City of Baton Rouge and Parish of East Baton Rouge, its agents and assigns from any and all liability or responsibility including anyone claiming through or under them by way of subrogation or otherwise for any loss or damage which LESSEE, its agents or insurers may sustain incidental to or in anyway related to LESSEE'S operation under this Lease."

ARTICLE V DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS AND REPAIR

5.01 LESSEE shall repair or rebuild at its expense any improvements, which are owned by or have been erected by LESSEE (regardless of whether those improvements are to become the property of LESSOR at the termination of the lease), which have been destroyed or damaged by fire or unavoidable casualty promptly upon the occurrence of the destruction or damage. Rent during the period of damage, destruction, or repair shall not be abated but shall continue. Except as otherwise provided herein, if any property which is owned by LESSOR and leased to LESSEE hereunder be destroyed by fire or unavoidable casualty, LESSOR shall promptly rebuild or replace the leased premises in as good a condition as it was prior to such fire or other casualty and a proportionate part of the monthly minimum rental shall be suspended or proportionately abated in accordance with the use until the leased premises has been restored and put in complete repair, provided that LESSOR receive in advance of the repairs being made, a sufficient sum of LESSEE's insurance proceeds to make such repairs, LESSOR's obligation being limited to repair or rebuild only in an amount equal to the sums received by them from said insurance proceeds.

5.02 In the event that LESSOR is prohibited from completing any of the repairs above referred to in this article due to insufficient insurance funds or to actions beyond the control and responsibility of LESSOR, such as, but not necessarily limited to, unavailability of materials, restriction imposed by any public authority relative to curtailment of building, inability of LESSOR to secure building permits from public authority or strikes which may prevent LESSOR's contractors from performing the work required, LESSEE's obligation to LESSOR to pay all sums due hereunder shall continue and in the event of partial destruction to LESSOR's premises rented to LESSEE, LESSEE shall be obligated for the payment of a pro-rata rental based on the space used provided the remaining premises usable is sufficiently large enough for LESSEE to conduct its business. In the event of total destruction, no rental consideration will be paid LESSOR by LESSEE; however, it is the obligation of the LESSEE to continue his lease and extend it by the time the premises herein leased is not available to LESSEE provided the causes of the inability of LESSOR to complete and deliver the premises to LESSEE in a complete condition be as those enumerated immediately above.

5.03 During the term of this Lease Agreement, LESSEE shall at its own expense, keep the Leased Premises and all improvements, including but not limited to any buildings (inside and outside), sidewalks, driveways, parking lots, aprons, foundation, walls, structural components, electrical, plumbing, HVAC, doors, windows, floors, ceiling, roof, roof vents, overhangs, gutters and downspouts, and its appurtenances, facilities, fixtures, and services connected therewith in good substantial repair.

5.04 LESSEE in assuming possession of the leased premises constitutes an admission that the premises is suitable for its needs and activities at the moment of assuming possession. It is understood that the LESSOR is fully relieved by LESSEE of any responsibility whatsoever for damages to any persons whomsoever or to the property of the LESSEE or others, arising from the condition, upkeep or maintenance of the leased premises. LESSOR is hereby expressly relieved of any and all liability for injuries or damages caused by any vice or defect in the leased premises to any occupant or to anyone in or on the premises or in or on any adjacent street, sidewalks, curbs, or other walks adjacent to the leased premises, under the provisions of Louisiana Revised Statutes 9:3221, as it might be amended, and the LESSEE expressly assumes all such liability. LESSEE further agrees to indemnify and save the LESSOR from any liability whatsoever for any damages or injuries to any person or persons whomsoever, arising out of the occupancy, use, condition or state of repair of the leased premises, and he expressly assumes all such liabilities as an expressed term of this lease.

ARTICLE VI ENVIRONMENTAL

6.01 LESSEE shall comply, at its own cost and expense, with all laws and regulations now existing or hereafter enacted, including but not limited to all Federal, State and local laws; any rules and/or regulations promulgated by any department, agency or division thereof; sanitary laws and ordinances; all rules and requirements of the State Board of Health; all other Federal, State, Parish and Municipal requirements affecting the use, operation, and cleanliness of the leased premises; and all rules and regulations of any local Board of any authorized organization of fire underwriters and of any state authorities relating to safeguarding against fires. LESSEE shall in every other regard use and occupy the leased premises in accordance with all applicable rules and regulations of any State, Parish and Municipal governmental authorities.

6.02 LESSEE shall comply with all local, State and Federal environmental laws and regulations. LESSEE assumes all liability for any contamination that is created during the term of this Lease. At the termination of this Lease, LESSEE must return the Leased Premises to the

condition that the Leased Premises was in prior to commencement of the lease, remediating environmental hazards including those caused by fuel leaks, spills, seepage, and fires which arise out of or are caused by LESSEE's use of the Leased Premises. At LESSEE's request, LESSOR may release LESSEE from environmental liability only after a specialist or expert approved in writing by LESSOR inspects the Leased Premises at LESSEE's cost.

6.03 LESSEE hereby agrees, jointly and severally, unconditionally, absolutely and irrevocably, to indemnify, defend (with counsel reasonably acceptable to LESSOR and at LESSEE's sole cost) and hold harmless LESSOR, its' successors and assigns, and their respective officers, directors, employees, shareholders, agents and affiliates, against and in respect of:

6.03(a) any loss, liability, cost, injury, expense or damage of any and every kind whatsoever (including, without limitation, court costs and reasonable attorneys' fees and expenses) which at any time or from time to time may be suffered or incurred by LESSOR (or any other person indemnified hereunder) in connection with the breach of the representations, warranties and covenants contained in this lease or any representation, covenant and warranties in this lease pertaining to pollution, hazardous materials, toxic substances and environmental matters or in connection with any inquiry, charge, claim, cause of action, demand or lien made or arising directly to indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the leased premises into or upon any land, the atmosphere, or any watercourse, body of water, or wetland, of any "Hazardous Materials" (as hereinafter defined) including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the "Statutes" (as hereinafter defined), whether now known or unknown, including without limitation:

6.03(a)(I) any costs, fees or expenses incurred in connection with the removal, encapsulation, or other treatment of Hazardous Material from or on the Leased Premises;

6.03(a)(II) any reasonable attorney's fees and expenses, engineers' fees, and/or charges of any contractor or expert retained or consulted in connection with any inquiry, claim or demand, including without limitation any costs incurred in connection with compliance with such inquiry, claim or demand;

6.03(b) any loss, liability, cost, expense or damage (including, without limitation, reasonable attorneys' fees and expenses) suffered or incurred by LESSOR (or any other person indemnified hereunder) as a result of, arising out of or in connection with any failure of the Leased Premises to comply with all applicable environmental protection laws, ordinances, rules and regulations, and any litigation, proceeding or governmental investigation relating to such compliance or non-compliance; and

6.03(c) any loss, liability, cost, damage or expense suffered or incurred by LESSOR (or any other person indemnified hereunder) directly or indirectly arising from any claim, action, demand, cause of action or damage relating to or in connection with any personal injury concerning or relating to the presence of asbestos or other Hazardous Material on the leased Property.

As used herein, "Hazardous Material" means and includes, without limitation: (I) "hazardous substances", or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended and hereafter amended; (II) "hazardous wastes", as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6902 et seq., as amended and hereafter amended; (III)

any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste substances or material, all as amended or hereafter amended; (IV) petroleum products, including, but not limited to, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute) and substances containing hydrocarbons (other than petroleum products which are normally contained in motor vehicles), to the extent that said petroleum products are not released from said motor vehicles; (V) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §6902 et seq., as amended or hereafter amended (collectively, the “Statutes”); (VI) asbestos in any form or condition; and (VII) polychlorinated biphenyls (“PCB”) or substances or compounds containing PCBs.

6.03(d) The provisions of and undertakings and indemnification set out in this indemnity shall continue indefinitely in full force and effect and shall survive the satisfaction, termination, suspension or closure of this Lease, and shall continue to be the personal liability, obligation and indemnification of the LESSEE, binding upon the LESSEE, jointly and severally, forever.

6.03(e) The provisions contained herein shall govern and control over any inconsistent provision of this Lease, and any other agreement, instrument, or document evidencing or securing the Lease; including, without limitation, any exculpatory or non-recourse provisions contained in any of the foregoing agreements.

6.03(f) If at any time or times hereafter LESSOR employs counsel for advice or other representation (i) with respect to the Indemnity herein, (ii) except as otherwise expressly provided herein, to represent LESSOR in any litigation, contest, dispute, suit or proceeding (whether instituted by LESSOR, LESSEE, or any other party) in any way or respect relating to the Indemnity herein (if LESSOR prevails in the litigation, suit or proceeding in question), or (iii) to enforce LESSEE’S obligations hereunder, then all of the reasonable attorneys’ fees and expenses arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by LESSEE to LESSOR, on demand.

6.03(g)(I) LESSEE shall notify LESSOR promptly upon receipt of any inquiry, notice claim, charge, cause of action or demand pertaining to the matters indemnified hereunder, including without limitation any notice of inspection for cause, abatement or non-compliance stating the nature and basis of such inquiry or notification. LESSEE shall immediately deliver to LESSOR any and all documentation or records as LESSOR may request in connection with such notice or inquiry, and shall keep LESSOR advised of any subsequent developments.

6.03(g)(II) LESSOR shall give written notice to the LESSEE of any claim against LESSOR which might give rise to a claim by LESSOR against the LESSEE under this Lease stating the nature and basis of the claim, the amount thereof and reasonable best estimate of the amount of the LESSEE’S liability to LESSOR in connection therewith.

6.03(g)(III) If any action shall be brought against LESSOR, then after LESSOR notifies the LESSEE thereof as provided above, defense thereof at the expense of LESSEE with counsel reasonably satisfactory to LESSOR and to settle and compromise any such claim or action; provided, however, that LESSOR may elect to be represented by separate counsel, at LESSOR’S expense, and if LESSOR so elects, such settlement or compromise shall be effected only with the consent of LESSOR, which consent shall not be withheld or delayed if the settlement

or compromise does not impose any liability on LESSOR or any other party indemnified hereunder and shall not otherwise be unreasonably withheld or delayed.

6.03(h) Except in the event any failure, delay, act, or omission is the result of LESSOR'S willful misconduct or gross negligence, and then only to the extent LESSEE is prejudiced thereby, LESSEE'S obligations hereunder shall in no way, manner or respect be impaired, affected, reduced or released by reason of any act or omission of LESSOR in connection with any notice, demand, warning or claim regarding Hazardous Materials on the Leased Premises. Notwithstanding anything to the contrary contained in the indemnity herein, the indemnifications set forth herein shall not be applicable to any loss, liability, cost, injury, expense or damage arising solely out the gross negligence or intentional misconduct of LESSOR.

6.03(i) The Indemnity herein shall be continuing, irrevocable and binding on the LESSEE, jointly and severally, and its respective successors and assigns and shall inure to the benefit of LESSOR and LESSOR'S successors and assigns. LESSEE'S obligations hereunder may not be assigned. The dissolution of the LESSEE shall not affect this Lease or any of LESSEE'S obligations hereunder.

6.03(j) Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally serviced, telecopied or sent by overnight courier or U.S. Mail and shall be deemed given: if served in person, when served; if telecopied, on the date of transmission if before 3:00 p.m. (Baton Rouge time); provided that a hard copy of such notice is also sent; if by overnight courier, on the first business day after delivery to the courier; or if by U.S. Mail, on the fourth (4th) day after deposit in the mail postage prepaid, certified mail, return receipt requested:

To LESSOR: Director of Aviation
Baton Rouge Metropolitan Airport District
9430 Jackie Cochran Avenue
Suite 300, Terminal Building
Baton Rouge, Louisiana 70807

To LESSEE: _____

or to any party at such other addresses as such party may designate in a written notice to the other party given in the manner specified herein.

**ARTICLE VII
ADDITIONAL TERMS AND CONDITIONS**

7.01 LESSEE shall make any payment required to be made under this Lease promptly, and shall make such payment in cash in the amount thereof. In the event that such payment is not made forthwith, LESSOR, at its sole election and in its sole discretion, may proceed to suit against LESSEE.

7.02 If any provision herein or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this lease and the application of such provision or provisions to the other parties and circumstances will not be affected thereby, the provisions of this lease being severable in any such instance.

7.03 If LESSOR is unable to deliver possession on the date set forth above for the commencement of this lease, the primary term of this lease shall begin on the first day of the first calendar month when the premises is available. This lease shall, however, continue in full force and effect and LESSEE shall not be entitled to any damages except that LESSEE shall pay no rent for the time during which LESSOR is unable to deliver possession of the leased premises, but if possession is not delivered within 30 days after the date set forth above, then LESSEE shall have the option to terminate this lease by notice to LESSOR in writing. If possession is tendered to the LESSEE during a calendar month, rent for the partial month shall be due on a pro rata basis but the lease term shall not begin until the first day of the next calendar month.

7.04 LESSEE shall be in default hereunder if LESSEE does any of the following and does not discontinue or correct same after thirty (30) days written notice from LESSOR:

- 7.04(a) Violates at any time any of the conditions of this lease;**
- 7.04(b) Discontinues the use of premises for the purpose for which they are rented, or fails actively to conduct that business in the leased premises;**
- 7.04(c) Fails to pay the rent as and when due, provide the insurance required by this lease, or to pay the premiums for such insurance; fails to pay utility bills or other expenses or obligations assumed under this lease promptly as stipulated;**
- 7.04(d) Is adjudicated or bankrupt, or if any sub-LESSEE or assignee of LESSEE then occupying more than fifty (50%) percent in area of the leased premises becomes bankrupt or insolvent, or if a receiver or trustee is appointed at any time to take charge of the property or of any part of it, or if there is any cession to creditors by LESSEE or any sub-LESSEE or assignee of LESSEE of this Lease occupying all or a part of the leased premises;**
- 7.04(e) Is placed in receivership;**
- 7.04(f) Files a petition in bankruptcy, receivership or for respite;**
- 7.04(g) Fails in business or becomes insolvent;**
- 7.04(h) Uses the leased premises or any portion of it at any time for any illegal or unlawful purposes; or**
- 7.04(i) Commits, or tolerates the commission, on the leased premises of any nuisance or of any act of waste, or of any act made punishable by fine or imprisonment under the laws of the United States or the State of Louisiana, or of any ordinance of the City of Baton Rouge or Parish of East Baton Rouge.**

- 7.05 LESSOR shall have the option in any such event to exercise any or all of the following remedies:**
- 7.05(a) Cancel this lease upon thirty (30) days written notice for a non-monetary breach or ten (10) days written notice for a monetary breach.**
- 7.05(b) To proceed for past due installments only, reserving its right to later proceed for the remaining installments; or**
- 7.05(c) To re-enter the leased premises and let them for such price and on such terms as may be immediately obtainable and apply the net amount realized to the payment of the rent.**
- 7.05(d) To elect any other remedy allowed under Law, including but not limited to the acceleration of rentals for the remaining term.**

If LESSOR has elected to accelerate the rental for the un-expired term of the lease, then at LESSOR'S option, LESSOR shall have the further option to re-enter the premises and to attempt to lease them for such rental and on such terms as LESSOR may be able to obtain, in reduction of the amount due LESSOR, or to let them on a month-to-month basis, and credit the net amount realized on the payment of the rental due for the full un-expired term of the lease, reserving the right to sue thereafter for any balance remaining due after credit for the rental actually received or estimated to be received. Any balance thus due shall be considered rental due under this lease and shall be secured by the LESSOR'S privilege and right of detention. Exercise of this right of re-entry and privilege to re-let shall not in any way prejudice LESSOR'S right to hold LESSEE liable for any amount due under this lease in excess of the amount for which the property is re-let.

In addition, if the LESSEE fails or refuses to permit LESSOR to re-enter the premises, LESSOR shall have the right to evict LESSEE in accordance with the provisions of Louisiana Law, without forfeiting any of LESSOR'S rights under this paragraph or under the other terms of this lease, and LESSOR may at the same time or subsequently, sue for any money due or to enforce any other rights which LESSOR may have.

7.06 LESSEE shall remain responsible for all damages or losses suffered by LESSOR incurred as a result of the breach of this lease. LESSEE waives all putting in default for any such breach, except as expressly required by this lease.

7.07 If an attorney is employed to enforce or protect any claim of LESSOR arising from this lease, the LESSEE shall pay, to the LESSOR as the fee of that attorney, an additional sum amounting to twenty-five (25%) per cent of the amount of the claim, or, if the claim is not for money, then such sum as will constitute a reasonable attorney's fee, together with all costs, charges and expenses.

7.08 Failure to strictly and promptly enforce the conditions set forth above shall not operate as a waiver of LESSOR's rights. Subject to the notice and grace periods provided for herein, LESSOR expressly reserves the right always to enforce prompt payment of rent or to cancel this lease regardless of any indulgences or extensions previously granted. LESSOR's accepting any rent in arrears, or after notice or institution of any suit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice or of the suit, or of any of the other rights of LESSOR.

7.09 In addition to the other rights given to the LESSOR by the express terms of this lease in the event of any breach or default by LESSEE, LESSOR shall have and hereby expressly reserves all rights and privileges granted to LESSOR by law.

7.10 If a portion of the leased premises should be taken by expropriation or condemnation proceedings, or if the LESSOR should convey a portion of the leased premises under the threat of such proceedings, the rental shall be reduced in a just and proportionate amount, in the ratio that LESSEE is deprived of the utility of the leased premises. If, however, all of the leased premises are taken or conveyed for such purposes, or the portion taken or sold is such as substantially to prevent LESSEE'S use of the leased premises, this lease shall terminate.

7.11 LESSEE shall have the right to:

7.11(a) The right to install, operate, maintain, repair and store, subject to approval of LESSOR in the interests of safety and convenience of all concerned, all equipment, tools, and materials necessary for the conduct of LESSEE's business.

7.11(b) The right of ingress to and egress from the leased premises, which right shall extend to LESSEE's employees, passengers, guests, invitees, and patrons;

7.11(c) Said property is not to be used for any other purposes other than those authorized herein without written consent of LESSOR.

7.12 LESSEE shall not, at any time during the term of this lease or in any manner, either directly or indirectly, sublease, assign, hypothecate, or transfer this agreement or any interest therein, without the written consent of LESSOR. If LESSEE is a corporation (other than a corporation the outstanding voting stock of which is listed on a "National Securities Exchange Act of 1934") and if at any time after execution of the lease any part or all of the corporation shares shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in Federal or State Bankruptcy insolvency or other proceeding) so as to result in a change in the present control of said corporation shares, then such transfer shall be deemed to be an assignment of this lease for the purposes of this section.

The acceptance by LESSOR of the payment of rent following any assignment or other transfer prohibited by this paragraph shall not be deemed to be a consent by LESSOR to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of LESSOR hereunder.

7.13 The parties hereto for themselves, their representatives, successors, and assigns, further covenant and agree as follows:

7.13(a) LESSEE agrees to observe and obey during the terms of this lease, all laws, ordinances, rules and regulations promulgated and enforced by LESSOR, and by any other proper authority having jurisdiction over the conduct of operations at the Airport.

7.13(b) LESSEE agrees to hold the LESSOR free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful act or omission on the part of the LESSEE, its agents, servants and employees, and from all loss and damages by reason of such acts or omissions, except to the extent that LESSOR, its agents, servants or employees are at fault.

7.13(c) LESSEE agrees that no signs, advertising matter, or political signage may be erected without written consent of LESSOR.

7.13(d) LESSEE agrees that all concessions at Baton Rouge Metropolitan Airport will be operated by the LESSOR or will be leased by the LESSOR, to those concessionaires of the LESSOR'S choice.

7.13(e) LESSOR hereby designates the Director of Aviation as its official representative with the full power to represent LESSOR in all dealings with LESSEE in connection with the premises herein leased. LESSOR may designate by notice in writing, addressed to LESSEE other representatives from time-to-time and such notice shall have the same effect as if included in the terms of this agreement.

7.13(f) Notice to LESSOR as herein provided shall be sufficient if sent by registered mail, postage prepaid:

**To LESSOR: Director of Aviation
Baton Rouge Metropolitan Airport
9430 Jackie Cochran Avenue
Suite 300, Terminal Building
Baton Rouge, LA 70807;**

To LESSEE: _____

or such other addresses as may be designated by LESSOR or LESSEE in writing from time to time.

7.13(g) LESSEE shall be responsible for connection and payment of all sewer, water, gas and electric utilities consumed in connection with Leased Premises.

7.13(h) LESSEE shall keep the premises, as described herein, neat and clean and shall dispose of all debris, garbage, and other waste matter which may accumulate, and shall provide metal containers with proper covers and/or appropriate containers for waste within the building or buildings on said premises.

7.14 During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in such a manner as to interfere with the use of same by LESSEE for its business operation, the rent shall abate for the duration of said closure, but thereafter, shall resume effect without legal consequence.

7.15 LESSOR reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

7.16 LESSOR reserves the right to further develop and improve the Airport property, Terminal Building, and landing area of the Airport as it sees fit, regardless of the desires or view of the LESSEE, and without any interference or hindrance whatsoever and no damages of any kind, such as loss of profits, etc. whatsoever, shall be due to LESSEE from LESSOR.

7.17 The rights granted hereunder are expressly limited to operation of an _____, pursuant to the terms of this Lease, and nothing contained herein shall be construed to give LESSEE any rights in any future expansion, renovation, or relocation of the Airport or Terminal.

7.18 LESSOR shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages, or injury sustained by LESSEE resulting from (1) cessation for any reason of air carrier operations at the Terminal, (2) diversion of cargo traffic to any other facility, or (3) reduction in company's sales or profits due to LESSOR'S renovation or relocation of the Terminal, Terminal Building, or landing area of the Airport.

7.19 LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard.

7.20 No material alterations, extensions, improvements, or the addition of any buildings, fixtures, equipment or improvements to the leased premises shall be made without the prior written consent of the LESSOR.

7.21 LESSEE agrees to yield and deliver to LESSOR possession of the premises exclusively leased herein with all improvements at the termination of this lease, by expiration or otherwise, or of any renewal or extension hereof, in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire or other casualty. It is agreed and understood that all improvements to the leased premises will become the property of the LESSOR without any obligation of LESSOR to pay LESSEE for same whatsoever.

7.22 LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or any other structure on the Airport which, in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

7.23 During time of war or national emergency, LESSOR shall have the right to lease the airport property, or any part thereof, to the United States Government for military or naval use, and, if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

7.24 This lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required a condition precedent to the expenditure of Federal Funds for the development of the Airport. This lease is also subordinate to all reversionary clauses that may now exist in favor of the United States, and in the event that the United States exercise any rights it may have to the land leased herein, then this lease will be rendered null and void without any prejudice to LESSOR whatsoever.

7.25 LESSEE for itself, heirs, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements..

LESSEE further 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. If LESSEE transfers its obligation to another, the transferee shall be obligated in the same manner as the LESSEE.

7.26 In the event of breach of any of the nondiscrimination covenants contained herein, the City of Baton Rouge and Parish of East Baton Rouge, as represented by the Greater Baton Rouge Airport District, shall have the right to terminate the lease and re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

7.27 It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting any exclusive right whatsoever.

7.28 LESSEE agrees to comply with all rules and regulations now in effect and as may be hereinafter promulgated respecting any minimum standard for operations on the leased premises or any other aeronautical activity including any change or amendment to the Minimum Standards for Aeronautical Activities enacted by LESSOR or any standard or specifications or requirements promulgated or enforced by the Federal Aviation Administration or its successor.

7.29 LESSEE shall be held responsible for maintaining and providing security for the Leased Premises.

7.30 The LESSEE shall permit the authorized representative of the LESSOR to periodically inspect and audit all data and records of the LESSEE relating to its performance under this Agreement.

7.31 The failure of LESSOR to insist on a strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that LESSOR may have for any subsequent breach, default, or non-performance, and LESSOR'S right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

7.32 The LESSEE shall comply with all applicable "Anti-Kickback" regulations and laws and shall insert appropriate provisions in all contracts to insure compliance with such regulations and laws.

7.33 All rights not specifically granted LESSEE by this Lease is reserved to the LESSOR.

7.34 The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

7.35 The parties agree and stipulate that the exclusive venue and jurisdiction for any action arising from this Lease shall be in 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

7.36 This Lease shall be governed by and in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures the day and year first above written.

ATTEST:

LESSOR:

**THE CITY OF BATON ROUGE AND PARISH OF
EAST BATON ROUGE ON BEHALF OF THE
GREATER BATON ROUGE AIRPORT
DISTRICT**

BY:

**SHARON WESTON BROOME
MAYOR-PRESIDENT
CITY-PARISH OF EAST BATON ROUGE**

ATTEST:

LESSEE:

[COMPANY NAME]

BY:

[PRINTED NAME]

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held this _____ day of _____, 20__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ day of _____, 20__, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

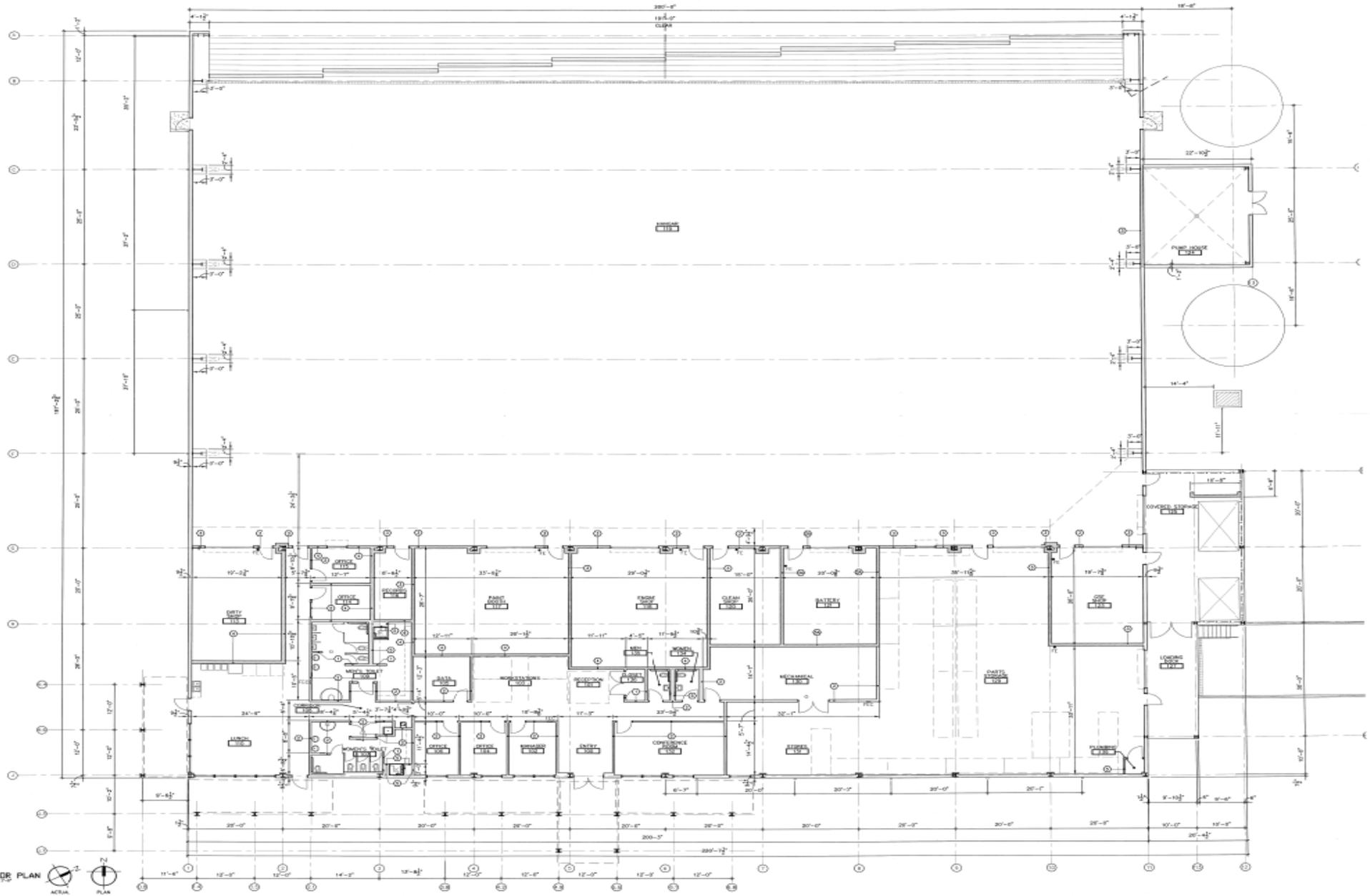
This _____ day of _____, 20__.

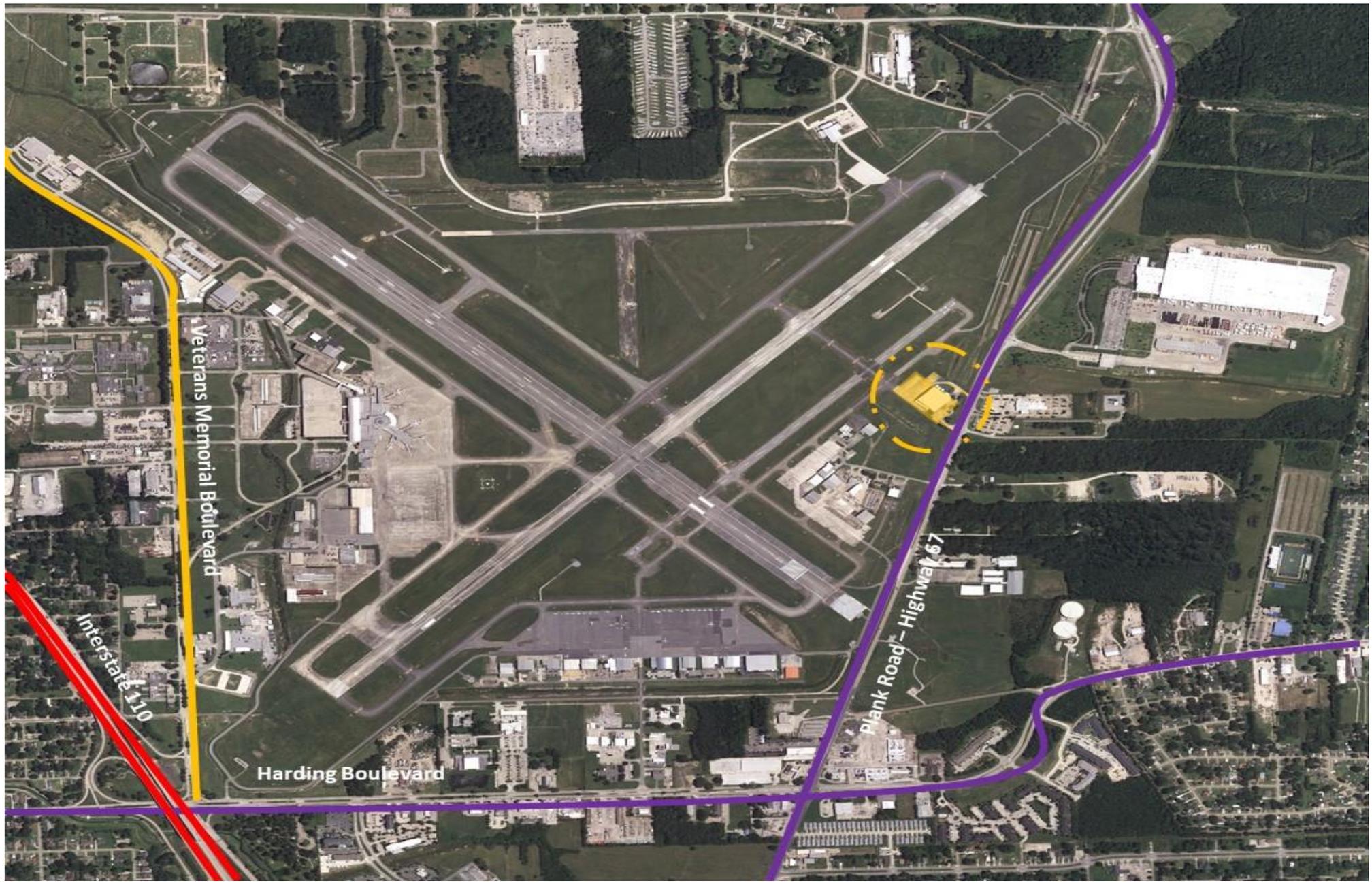
SECRETARY





1 FLOOR PLAN





Veterans Memorial Boulevard

Interstate 110

Harding Boulevard

Plank Road - Highway 67

SITE PLAN

