



ST. TAMMANY PARISH

MICHAEL B. COOPER  
PARISH PRESIDENT

**NOTICE TO BIDDERS**

**ST. TAMMANY PARISH**

Sealed bids will be received by the Department of Procurement, until 2:00 p.m., **Wednesday, February 23, 2022**, and then opened and read publicly at that time by the Procurement Staff for the following project:

**Bid # 22-3-2– St Tammany Regional Airport Fixed Base Operator FBO**

Each paper bid must be submitted in a sealed envelope. The outside of the envelope shall show the Name and Address of the Bidder, the Bid Name and the Bid Number.

This bid package is available online at [www.bidexpress.com](http://www.bidexpress.com) or LaPAC <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is the Vendor's responsibility to check Bid Express, or LaPAC frequently for any possible addenda that may be issued. The Parish is not responsible for a Vendor's failure to download any addenda documents required to complete a submission.

Bids will be received at 21454 Koop Dr., Suite 2F, Mandeville, LA 70471 from each bidder or his agent and given a written receipt, by certified mail with return receipt requested, or electronically at [www.bidexpress.com](http://www.bidexpress.com).

Procurement Department

**BID PROPOSAL**

ST. TAMMANY PARISH  
GOVERNMENT



BID PACKAGE FOR

**St. Tammany Regional Airport Fixed Based Operator  
FBO**

BID NO.: 22-3-2

January 24, 2022

## Section 01

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## Section 02

### Instructions to Bidders

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 Procurement Department no later than 2:00 CST seven (7) working days prior to the bid opening date. 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. Bid security is required. Be sure that your bid includes such security as is necessary to meet Parish requirements and is properly signed. The bid must be fully completed. All applicable Louisiana license numbers must be affixed.
2. The Owner is the St. Tammany Parish Government (the "Parish").
3. The terms "he/his" and "it/its" may be used interchangeably.
4. The terms "Owner," the "Parish," and "St. Tammany Parish" may be used interchangeably.
5. The successful Bidder understands the limited contract time in the contract is **five (5) years**, and shall submit any request for an extension of time in accordance with the General and Supplementary Conditions. Said request will reflect the days requested and the reason for same. No extension request is guaranteed or absolute.
6. **Only** the Bid Form, the bid security, and written evidence of authority of person signing the bid shall be submitted on or before the bid opening time and date provided for in the Bid Documents. Necessary copies of the bid form will be furnished for bidding. Bound sets of the Contract Documents are for bidder's information and should not be used in submitting bids.
7. All other documents and information required are to be submitted by the highest bidder within ten (10) days after the opening of the bids, and at the same time of day and location as given for the opening of the bids in the bid documents.
8. Each bid must be submitted in a sealed envelope, unless submitted electronically. The outside of the envelope shall show the name and address of the bidder, the state license number of the bidder (if work requires a license), and the project name and the bid number. In the case of an electronic bid proposal, a bidder may submit an authentic digital signature on the electronic bid proposal accompanied by the license number, project name and the bid number.
9. The price quoted for the Work shall be stated in words and figures on the Bid Form.
10. The bid shall be signed by the bidder and all blanks must be completed. Evidence of agency, corporate, or partnership authority is required and shall be provided in conformance with La. Rev. Stat. 38:2212(B).
11. A bid guarantee of five percent (5%) of the amount of the total bid, including alternates, must accompany the bid and, at the option of the bidder, may be a cashier's check, certified check or a satisfactory bid bond. The bid guarantee must be attached to the Bid Form. No bid will be considered unless it is so guaranteed. Cashier's check or certified check must be made payable to the order of the Owner. Cash deposits will not be accepted. The Owner reserves the right to cash or deposit the cashier's check or certified check. Such guarantees shall be made payable to St. Tammany Parish Government. In accordance with La. Rev. Stat. 38:2218(C), if a bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance

company in good standing licensed to write bid bonds which is either domiciled in Louisiana or owned by Louisiana residents.

12. Bid securities of the three (3) highest bidders will be retained by the Owner until the contract is executed or until final disposition is made of the bids submitted. Bid securities of all other bidders will be returned promptly after the canvas of bids. Bids shall remain binding for forty-five (45) days after the date set for bid opening. The Parish shall act within the forty-five (45) days to award the contract to the highest bid which yields the greatest benefits to the public in services and financial return to it pursuant to La. Rev. Stat. 2:135.1, or reject all bids. However, the Parish and the highest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty (30) calendar days. In the event the Owner issued the letter of award during this period, or any extension thereof, the bid accepted shall continue to remain binding until the execution of the contract.
13. A bid may be withdrawn at any time prior to the scheduled closing time for receipt of bids, provided the request is in writing, executed by the bidder or its duly authorized representative and is filed with the Owner prior to that time. When such a request is received, the bid will be returned to the bidder unopened. A bid withdrawn under the provisions of La. Rev. Stat. 38:2214(C) cannot be resubmitted.
14. Written communications, over the signature of the bidder, to modify bids will be accepted and the bid corrected in accordance therewith if received by the Owner prior to the scheduled closing time for receipt of bids. Oral, telephonic or telegraphic modifications will not be considered.
15. No oral interpretation obligating the Owner will be made to any bidder as to the meaning of the drawings, specifications and Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner. Inquiries received within seven (7) days prior to the day fixed for opening of the bids may not be given consideration. Every interpretation made to the bidder shall be in the form of an addendum to the specifications. All such addenda shall become part of the Contract Documents. Failure of the Owner to send or failure of bidder to receive any such interpretation shall not relieve any bidder from any obligation under this bid as submitted without modification. All addenda shall be issued in accordance with the Public Bid Law, La. Rev. Stat. 38:2212(O).
16. The Owner reserves the right to reject any or all bids for just cause in accordance with the Public Bid Law, La. Rev. Stat. 38:2214(B). Incomplete, informal, illegible, or unbalanced bids may be rejected. Reasonable grounds for belief that any one bidder is concerned directly or indirectly with more than one bid will cause rejection of all bids wherein such bidder is concerned. If required, a bidder shall furnish satisfactory evidence of its competence and ability to perform the Work stipulated in its bid. Incompetence will constitute cause for rejection. If the Parish determines that the bidder is not responsive or responsible for any reason whatsoever, the bid may be rejected in accordance with State law.
17. The Provider shall defend, indemnify and hold harmless the Owner from any and all suits, costs, penalties or claims for infringement by reason of use or installation of any patented design, device, material or process, or any trademark and copyright in connection with the Work agreed to be performed under this Contract, and shall defend, indemnify and hold harmless the Owner for any costs, expenses and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after completion of the Work.
18. Bidders shall familiarize themselves with and shall comply with all applicable Federal and State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the Project, which may directly or indirectly affect the Work or its prosecution. These laws and/or ordinances will be deemed to be included in the Contract, as though herein written in full.
19. Each bidder shall visit the site of the proposed Work and fully acquaint itself with all conditions as they may exist so that it may fully understand this Contract. Bidder shall also thoroughly examine and be familiar with drawings, specifications and Contract Documents. The failure or omission of any bidder to receive or examine any form, instrument, drawing or document or to visit the site and acquaint itself with existing

conditions shall in no way relieve any bidder from any obligation with respect to its bid and the responsibility in the premises.

20. The standard contract form enclosed with the bid is a prototype. It is enclosed with the Contract Documents for the guidance of the Owner and the Provider. It has important legal consequences in all respects and consultation with an attorney is encouraged. Provider shall be presumed to have consulted with its own independent legal counsel.
21. Bidder shall execute affidavit(s) attesting compliance with La. Rev. Stat. 38:2212.10, 38:2224, 38:2227, each as amended, and other affidavits as required by law, prior to execution of the contract.
22. Sealed Bids shall be delivered to St. Tammany Parish Government at the office of **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and a receipt given, until the time and date denoted in Notice to Bidders, at which time and place the bids shall be publicly opened and read aloud to those present. Sealed Bids may also be mailed by certified mail to **St. Tammany Parish Government, Department of Procurement, 21454 Koop Drive, Suite 2-F, Mandeville, LA 70471**, and must be received before the bid opening. Bids may also be submitted electronically. Information concerning links for electronic bidding is contained in the Notice to Bidders. It is the responsibility of the bidders to insure that bids are delivered in a timely fashion. **Late bids, regardless of reason, will not be considered, and will be returned to bidder.**
23. Paper bids shall be placed in a sealed envelope, marked plainly and prominently as indicated in the Notice to Bidders, and these instructions, and addressed:

**St. Tammany Parish Government  
Department of Procurement  
21454 Koop Drive, Suite 2-F  
Mandeville, LA 70471**

24. Complete sets of Drawings, Specifications and Contract Documents may be secured at the Office of the Owner or on the Parish website <http://www.stpgov.org>. See Notice to Bidders for deposit schedule and availability via electronic methods.
25. The award of the contract, if it is awarded, will be to the highest bid which yields the greatest benefits to the public in services and financial return to it pursuant to La. Rev. Stat. 2:135.1. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability and stability of the bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner. The written contract and bond shall be issued in conformance with La. Rev. Stat. 38:2216. If the contract is awarded, the Owner shall give the successful bidder written notice of the award within forty-five (45) calendar days after the opening of the bids in conformance with La. Rev. Stat. 38:2215(A), or any extension as authorized thereunder.
26. At least three days prior to the execution of the contract, the Provider shall deliver to the Owner the required bonds.
27. Failure of the successful Bidder to execute the contract and deliver the required bonds within twenty (20) days of the Notice of the Award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited. Award may then be made to the next highest responsible bidder.
28. In order to ensure the faithful performance of each and every condition, stipulation and requirement of the contract and to indemnify and hold harmless the Owner from any and all damages, either directly or indirectly arising out of any failure to perform same, the successful bidder to whom the contract is awarded shall furnish a Performance and Payment Bond in an amount of at least equal to one hundred percent (100%) of the contract price. The contract shall not be in force or binding upon the Owner until such satisfactory bond has been provided to and approved by the Parish. The cost of the bond shall be paid for by the Provider unless otherwise stipulated by both parties.
29. No surety company will be accepted as a bondsman which has no permanent agent or representative in the State upon whom legal notices may be served. Service of said notice

on said agent or representative in the State shall be equal to service of notice on the President of the Surety Company, or such other officer as may be concerned.

30. In conformance with La. Rev. Stat. 38:2219(A)(1)(a), (b), and (c):

Any surety bond written for a public works project shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide, to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A- rating by A.M. Best up to a limit of ten percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds fifteen percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. All Providers must comply with any other applicable provisions of La. Rev. Stat. 38:2219.

31. Should the Provider's Surety, even though approved and accepted by the Owner, subsequently remove its agency or representative from the State or become insolvent, bankrupt, or otherwise fail, the Provider shall immediately furnish a new bond in another company approved by the Owner, at no cost to the Owner. The new bond shall be executed under the same terms and conditions as the original bond. The new bond shall be submitted within thirty (30) days of such time as the Owner notifies Provider or from the time Provider learns or has reason to know that the original surety is no longer financially viable or acceptable to the Parish, whichever occurs first. In the event that Provider fails or refuses to timely secure additional surety, then the Owner may secure such surety and thereafter deduct such cost or expense from any sum due, or to become due to Provider.
32. The Provider's bondsman shall obligate itself to all the terms and covenants of these specifications and of contracts covering the Work executed hereunder. The Owner reserves the right to do extra work or make changes by altering, adding to deducting from the Work under the conditions and in the manner herein before described without notice to the Provider's surety and without in any manner affecting the liability of bondsman or releasing it from any of its obligations hereunder.
33. The bond shall also secure for the Owner the faithful performance of the contract in strict accordance with plans, specifications, and other Contract Documents. It shall protect the Owner against all lien laws of the State and shall provide for payment of reasonable attorney's fees for enforcement of contract and institution or concursus proceedings, if such proceedings become necessary. Likewise, it shall provide for all additional expenses of the Owner occurring through failure of the Provider to perform.
34. The surety of the Provider shall be and does hereby declare and acknowledge itself by acceptance to be bound to the Owner as a guarantor, jointly and in solido, with the Provider, for fulfillment of terms of the contract.
35. Provider shall pay for cost of recording the contract, bond, and any change orders or contract amendments required to be recorded, as well as the cost of canceling any of the foregoing.
36. Provider shall secure and maintain at its expense such insurance that will protect it and the Parish from claims for injuries to persons or damages to property which may arise from or in connection with the performance of services or Work hereunder by the Provider, his

agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be included in Provider's bid.

37. The Provider shall not commence work until it has obtained all insurance as required for the Work. If the Provider fails to furnish the Parish with the insurance protection required and begins work without first furnishing Parish with a currently dated certificate of insurance, the Parish has the right to obtain the insurance protection required and charge the Provider. Further charges are permitted as are needed to protect the interests of the Parish including, but not limited to, renewals of all policies.
38. Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
39. Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Provider.
40. Authorization of Insurance Company(ies) and Rating: All insurance companies must be authorized to do business in the State of Louisiana and shall have an A.M. Best rating of no less than A-, Category VII.
41. Policy coverages and limits must be evidenced by Certificates of Insurance issued by Provider's carrier to the Parish and shall reflect:

Date of Issue: Certificate must have current date.

Named Insured: The legal name of Provider under contract with the Parish and its principal place of business shall be shown as the named insured on all Certificates of Liability Insurance.

Name of Certificate Holder: St. Tammany Parish Government, Office of Risk Management, P. O. Box 628, Covington, LA 70434

Project Description: A brief project description, including Project Name, Project Number and/or Contract Number, and Location.

Endorsements and Certificate Reference: All policies must be endorsed to provide, and certificates of insurance must evidence the following:

Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against St. Tammany Parish Government, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. *Policy endorsements required for all coverages.*

Additional Insured: St. Tammany Parish Government shall be named as additional named insured with respect to general liability, marine liability, pollution/environmental liability, automobile liability and excess liability coverages. *Policy endorsements required.*

Hold Harmless: Provider's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification in favor of St. Tammany Parish Government by referencing same on the face of the Certificate(s) of Insurance.

Cancellation Notice: Producer shall provide thirty (30) days prior written notice to the Parish of policy cancellation or substantive policy change.

42. The types of insurance coverage the Provider is required to obtain and maintain throughout the duration of the contract shall be designated by a separate document issued by the Office of Risk Management.
43. It is the intent of these instructions that they are in conformance with State Bid Laws. Should there be any discrepancy or ambiguity in these provisions, the applicable State Bid Law shall apply.



44. The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds.
45. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals must be filed with and received by the Procurement Department BEFORE these times. Any other protest shall be filed no later than ten (10) calendar days after: the opening of the bid; the basis of the protest is known; or the basis of the protest should have been known (whichever is earlier).
46. It is the Parish's policy to provide a method to protest exclusion from a competition or from the award of a contract, or to challenge an alleged solicitation irregularity. It is always better to seek a resolution within the Parish system before resorting to outside agencies and/or litigation to resolve differences. All protests must be made in writing, and shall be concise and logically presented to facilitate review by the Parish. The written protest shall include:
  - The protester's name, address, and fax and telephone numbers and the solicitation, bid, or contract number;
  - A detailed statement of its legal and factual grounds, including a description of the resulting prejudice to the protester;
  - Copies of relevant documents;
  - All information establishing that the protester is an interested party and that the protest is timely; and
  - A request for a ruling by the agency; and a statement of the form of relief requested.The protest shall be addressed to St. Tammany Parish Government Department of Procurement, P.O. Box 628, Covington, LA 70434  
The protest review shall be conducted by the Office of the District Attorney, 22<sup>nd</sup> Judicial District, Civil Division.  
Only protests from interested parties will be allowed. Protests based on alleged solicitation improprieties that are apparent before bid opening, or the time set for receipt of initial proposals, must be filed with and received by the Department of Procurement BEFORE those deadlines.  
Any other protest shall be filed no later than ten (10) calendar days after the basis of the protest is known, or should have been known (whichever is earlier).  
The Parish will use its best efforts to resolve the protest within thirty (30) days of the date that it is received by the Parish. The written response will be sent to the protestor via mail and fax, if a fax number has been provided by the protestor. The protester can request additional methods of notification.
47. The last day to submit questions and/or verification on comparable products will be no later than 2:00 pm CST, seven (7) working days prior to the opening date of the bid/proposal due date. Further, any questions or inquires must be submitted via fax to 985-898-5227, or via email to [Purchasing@stpgov.org](mailto:Purchasing@stpgov.org). Any questions or inquiries received after the required deadline to submit questions or inquiries will not be answered.
48. St. Tammany Parish Government contracts to be awarded are dependent on the available funding and/or approval by members designated and/or acknowledged by St. Tammany Parish Government. At any time St. Tammany Parish Government reserves the right to cancel the award of a contract if either or both of these factors is deficient.
49. Any action by the Parish to disqualify any bidder on the grounds that they are not a responsible bidder shall be conducted in accordance with La. Rev. Stat. 38:2212(X).

50. If any part of the provisions contained herein and/or in the specifications and contract for the Work shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement or attachment, but it shall be construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

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## Section 03

### **Summary of Work**

#### **I. Work to Include:**

##### Purpose of Lease:

To increase air traffic & provide flight services at St. Tammany Regional Airport (the "Airport").

The Parish's objectives are to promote economic development, generate revenue to further enhance the Airport and to facilitate a quality and viable FBO operation that will complement existing uses and service needs at the Airport. The winning vendor will be expected to apply a proactive business plan and approach to increasing services and business at the Airport. The Parish seeks an FBO to occupy the two available buildings and to develop future improvements on the Airport for expanded FBO operations. All aviation businesses will be subject to St. Tammany Regional Airport Minimum Standards for FBO, which is attached hereto in Section 09.

The bid shall be based on leasing the airport ramp and two building facilities and 1 fuel system from the Parish. The airport consists of 438 acres of land, which 73 acres are maintained year around. The airport has a 2,999-foot, asphalt runway that is 75 foot wide. A mill and overlay project is in design and will be constructed in 2022. The LED lighting system, vault and generator was installed in 2019. The fuel system has been upgraded with a new self- service QT POD system and the pump was totally rebuilt in May 2021.

Facilities – Attached hereto in Section 08.

A one-story hanger (hereinafter referred to as "Main Hangar") consisting of approximately 4,800 square feet. The Main Hangar has a 4 panel 60' x 20' rolling door system facing the west with two pedestrian doors located on the north and south sides. Attached in Section 08 is a drawing of the Main Hangar building.

A new corporate office building is located 75' south of the Main Hangar. The facility is 1500 square feet that consist of an FBO office area (office and lobby), reception area, one full restroom/shower, half restroom, break/pilots lounge and conference/flight plan area. Attached in Section 08 is a drawing of the Office Building.

Placed in between the Main Hangar and Corporate Office is a new 20 car concrete parking lot. The parking lot is ADA compliant.

A fuel storage facility consisting of one, above ground, 100 LL ten-thousand-gallon aviation fuel storage tank with ancillary pumps, filters and self-service dispensing equipment. The airport presently sells approximately 15,000 gallons annually 100 LL. The QT Pod system was recently upgraded to the latest and greatest system and the pump system has been totally rebuilt. The winning vendor shall have exclusive rights for the provision of all aircraft fueling (100LL) at the Airport.

Approximately 210,000 square feet of aircraft parking apron/ramp space, which is adjacent to the above facilities. There are 5 tie downs installed in the asphalt that are located west of T-Hangar A. The Tie downs will be completely controlled and rented by the FBO vendor.

#### **FIXED BASE OPERATOR OPERATIONAL PLATFORM**

##### Required Services

The FBO will be required to provide a variety aeronautical services including:

1. Minimum Facility Standards – Flight Planning facility equipped with adequate communication and other necessary flight planning materials.
2. Fuel Farm – Operate and maintain one (1) above-ground fuel storage and distribution system that includes a self-serve pump/metering system for 100 LL fuel sales. The vendor will pay St. Tammany Parish Government a fuel flowage fee per gallon per quarter (Ex. .015 per gallon). Fuel flowage will be negotiated prior to the lease agreement being executed by the Provider and the Parish.
3. Grounds Maintenance – The FBO will maintain the acre of grass that is associated with the corporate hangar and office building
4. Communications, utility services – The FBO is responsible for utilities (electric, telephone, internet, and other communications services) that are associated with the main hanger and corporate office facility, trash collection and recycling.
5. Petroleum Products – The FBO is responsible for all contaminated petroleum, waste oil, lubricant holding, and recycling services.
6. The FBO lessee/operator may propose to provide additional flight line services, amenities, and capabilities to airport patrons. The FBO is also invited and encouraged to provide additional Special Aviation Service Operations (“SASO”) as part of the business plan and service delivery model.

#### Optional Services

The FBO, at its own option, cost and benefit, may provide a variety of other aeronautical services including, but not limited to, flight training, aircraft rental and sales, air taxi/charter, avionics and aerial surveying/photography.

\* The winning vendor may propose an alternative model for FBO services, which can meet the Parish’s goal to increase economic vitality on the airport.

#### Term of Lease

The annual rental shall be paid monthly in advance on the first day of each month in a sum equal to one-twelfth of the annual rental due hereunder. In the event said rent is not paid within the first seven (7) days of each month, the Lessor shall give the Lessee notice of said default by certified mail. All payments shall be mailed to:

St. Tammany Parish Government  
Attn: Accounts Payable  
P.O. Box 628  
Covington, LA 70433

The proposed term of the Lease for the successful proposer is an initial term of five (5) years with three additional five (5) year options unless terminated earlier or otherwise amended.

Further details of the work and responsibilities of the Vendor are provided in the procurement documents, copies of which are maintained by the Facilities and Procurement Departments. The parties are bound to these details and responsibilities as if copied herein in extenso. Contractor likewise agrees to provide all documentation within its possession required and requested by the Parish for funding by the State or Federal Government.

#### **II. Location of Work:**

25048 Hwy. 36, Abita Springs, LA 70420

**III.** Documents: Bid Documents dated January 24, 2022, and entitled:

Bid# 22-3-2

**IV.** OTHER REQUIREMENTS (as applicable)

**When not otherwise specified herein, all work and materials shall conform to the requirements of the Louisiana Department of Transportation and Development hereafter called LDOTD (2006 Edition of Louisiana Standard Specifications for Roads and Bridges).**

Section 04

St. Tammany Regional Airport Fixed Base Operator (FBO)  
Bid# 22-3-2  
**Bid Form**

Provider acknowledges receipt of and has reviewed a copy of the Parish's Insurance Requirements (as attached) and agrees to maintain such insurance coverage(s) throughout the duration of the project, as well as for any subsequent warranty periods. If awarded the project, Provider agrees that no work is to commence under any circumstance until the Provider is provided a notice to proceed by the Parish.

Provider must acknowledge all addenda. Enter the number the Parish has assigned to each of the addenda that the Provider is acknowledging.

The Provider acknowledges receipt of the following:

ADDENDA: \_\_\_\_\_

Annual lease amount for the space to be leased \$ \_\_\_\_\_

Provider: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Provider Printed Name: \_\_\_\_\_

Section 05

**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2224 and 38:2227  
FOR BIDDERS FOR PUBLIC WORKS CONTRACTS**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

\_\_\_\_\_  
Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, who is seeking a public contract with St. Tammany Parish Government.
  
2. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
  
3. That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.
  
4. If affiant is a sole proprietor, that after July 2, 2010, he/she has not been convicted of, or has not entered a plea of guilty or *nolo contendere* to any of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).
  
5. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the bidding entity, has been convicted of, or has entered a plea of guilty or *nolo contendere* to any

of the crimes or equivalent federal crimes listed in LSA-R.S. 38:2227(B).

6. If affiant is a sole proprietor, that neither affiant, nor his/her immediate family is a public servant of St. Tammany Parish Government or the Contract is not under the supervision or jurisdiction of the public servant's agency.
  
7. If affiant is executing this affidavit on behalf of a juridical entity such as a partnership, corporation, or LLC, etc., that no public servant of St. Tammany Parish Government, or his/her immediate family, either individually or collectively, has more than a 25% ownership interest in the entity seeking the Contract with St. Tammany Parish Government if the Contract will be under the supervision or jurisdiction of the public servant's agency.

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Entity name:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**  
**THIS \_\_\_\_\_, DAY OF \_\_\_\_\_, 202\_\_.**

\_\_\_\_\_  
**Notary Public**  
**Print Name:** \_\_\_\_\_  
**Notary I.D./Bar No.:** \_\_\_\_\_  
**My commission expires:** \_\_\_\_\_



**AFFIDAVIT PURSUANT TO LSA-R.S. 38:2212.10 CONFIRMING  
REGISTRATION AND PARTICIPATION IN A STATUS VERIFICATION  
SYSTEM**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

**BEFORE ME**, the undersigned authority, in and for the above stated State and Parish (or County), personally came and appeared:

\_\_\_\_\_  
Print Name

who, after first being duly sworn, did depose and state:

1. That affiant is appearing on behalf of \_\_\_\_\_, a private employer seeking a bid or a contract with St. Tammany Parish Government for the physical performance of services within the State of Louisiana.
  
2. That affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens; and
  
3. That affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
  
4. That affiant shall require all subcontractors to submit to the affiant a sworn affidavit verifying compliance with this law.

\_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**THUS SWORN TO AND SUBSCRIBED BEFORE ME,**  
**THIS** \_\_\_\_\_, **DAY OF** \_\_\_\_\_, **202**\_\_.

\_\_\_\_\_  
**Notary Public**  
**Print Name:** \_\_\_\_\_  
**Notary I.D./Bar No.:** \_\_\_\_\_  
**My commission expires:** \_\_\_\_\_



## INSURANCE REQUIREMENTS\*

Project: ST. TAMMANY REGIONAL AIRPORT FIXED BASE OPERATOR (FBO)

Project/Quote/Bid#: 2021-FM -C-6021 \_\_\_\_\_

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

**Prior to submitting your quote or bid, it is recommended that you review these insurance requirements with your insurance broker/agent.**

*These requirements modify portions of the insurance language found in the General Conditions and/or Supplementary General Conditions; however, there is no intention to remove all sections pertaining to insurance requirements and limits set forth in the General Conditions and/or Supplementary General Conditions, only to amend and specify those items particular for this Project.*

- A. The Provider shall secure and maintain at its expense such insurance that will protect it and St. Tammany Parish Government (the "Parish") from claims for bodily injury, death or property damage as well as from claims under the Workers' Compensation Acts that may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the Parish and provide thirty (30) days prior notice of cancellation to the Parish, in writing, on all of the required coverage.
- B. All policies shall provide for and certificates of insurance shall indicate the following:
1. Waiver of Subrogation: The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
  2. Additional Insured: St. Tammany Parish Government shall be named as Additional Insured with respect to general liability, automobile liability and excess liability coverages, as well as marine liability and pollution/environmental liability, when those coverages are required or necessary.
  3. Payment of Premiums: The insurance companies issuing the policy or policies will have no recourse against St. Tammany Parish Government for payment of any premiums or for assessments under any form of policy.
  4. Deductibles/Self-Insured Retentions: Any deductibles and/or self-insured retentions in the described insurance policies **must be declared on the Certificate of Insurance**, and are both assumed by and the sole risk of the Provider. The Parish will have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate. The Parish may require Provider to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the Parish assumes no liability or obligation resulting from its examination, acceptance, or rejection of information presented.
  5. Project Reference: The project(s) and location(s) shall be referenced in the Comment or Description of Operations section of the Certificate of Insurance (Project ##-###, or Bid # if applicable, Type of Work, Location).
- C. Coverage must be issued by insurance companies authorized to do business in the State of Louisiana. Companies must have an A.M. Best rating of no less than A-, Category VII. St. Tammany Parish Risk Management Department may waive this requirement only for Workers Compensation coverage at their discretion.

Provider shall secure and present proof of insurance on forms acceptable to St. Tammany Parish Government, Office of Risk Management no later than the time of submission of the Contract to the Parish. However, should any work performed under this Contract by or on behalf of Provider include exposures that are not covered by those insurance coverages, Provider is not relieved of its obligation to maintain appropriate levels and types of insurance necessary to protect itself, its agents and employees, its subcontractors, St. Tammany Parish Government (Owner), and all other interested third parties, from any and all claims for damage or injury in connection with the services performed or provided throughout the duration of this Project, as well as for any subsequent periods required under this Contract.

The insurance coverages checked (✓) below are those required for this Contract.



1. **Airport Liability (for Fixed-Based Operators)\*** insurance – **Occurrence Form** - with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence and \$2,000,000 Products-Completed Operations Aggregate. The insurance shall provide for and the certificate(s) of insurance shall indicate the following coverages:

- a) Premises - operations;
- b) Broad form contractual liability;
- c) Products and completed operations;
- d) Personal/Advertising Injury;
- e) Non-owned Aircraft Liability (as needed)
- f) Broad form property damage (for Projects involving work on Parish property);
- g) Explosion, Collapse and Damage to underground property.
- h) Additional Insured forms CG 2010 and CG 2037 in most current edition are required.



2. **Business Automobile Liability\*** insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, and shall include coverage for the following:

a) Any auto;

**or**

- b) Owned autos; **and**
- c) Hired autos; **and**
- d) Non-owned autos.



3. **Workers' Compensation/Employers Liability insurance\*** - Workers' Compensation coverage as required by State law. Employers' liability limits shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate. When water activities are expected to be performed in connection with this project, coverage under the USL&H Act, Jones Act and/or Maritime Employers Liability (MEL) must be included. **Coverage for owners, officers and/or partners in any way engaged in the Project shall be included in the policy.** The names of any excluded individual must be shown in the Description of Operations/Comments section of the Certificate.



4. **Pollution Liability and Environmental Liability\*** insurance in the minimum amount of \$1,000,000 per occurrence / \$2,000,000 aggregate including full contractual liability and third party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; **AND**
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates **OR**
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

5. **Contractor's Professional Liability/Errors and Omissions\*** insurance in the sum of at least \$1,000,000 per claim / \$2,000,000 aggregate is required when work performed by Contractor or on behalf of Contractor includes professional or technical services including, but not limited to, construction administration and/or management, engineering services such as design, surveying, and/or inspection, technical services such as testing and laboratory analysis, and/or environmental assessments. An occurrence basis policy is preferred.

If coverage is provided on a claims-made basis, the following conditions apply:

- 1) the retroactive date must be prior to or coinciding with the effective date of the Contract, or prior to the commencement of any services provided by the Contractor on behalf of the Parish, whichever is earlier; AND
- 2) continuous coverage must be provided to the Parish with the same retro date for 24 months following acceptance or termination of the Project by the Parish either by
  - a) continued renewal certificates **OR**
  - b) a 24 month Extended Reporting Period

\*The Certificate must indicate whether the policy is written on an occurrence or claims-made basis and, if claims-made, the applicable retro date must be stated.

6. **Hangarkeepers Liability\*** insurance is required in the minimum limits of \$1,000,000 each aircraft, \$1,000,000 per occurrence. The coverage shall provide coverage for damage to or destruction of the aircraft or others while in the insureds or policyholders care, custody and control.

**\*Excess/Umbrella Liability** insurance may be provided to meet the limit requirements for any Liability coverage. For example: if the General Liability requirement is \$3,000,000 per occurrence, but the policy is only \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)

7. **Owners Protective Liability (OPL)** shall be furnished by the Contractor and shall provide coverage in the minimum amount of \$1,000,000 CSL each occurrence / \$1,000,000 aggregate. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

8. **Builder's Risk Insurance** written on an "all-risk" policy form shall be furnished by Contractor for 100% of the contract cost. Any contract modifications increasing the contract cost will require an increase in the limit of the Builder's Risk policy. Deductibles should not exceed \$5,000 and Contractor shall be responsible for all policy deductibles. This insurance shall cover materials at the site, stored off the site, and in transit. The Builder's Risk Insurance shall include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

9. **Installation Floater Insurance**, on an "all-risk" form, shall be furnished by Contractor and carried for the full value of the materials, machinery, equipment and labor for each location. The Contractor shall be responsible for all policy deductibles. The Installation Floater Insurance shall provide coverage for property owned by others and include the interests of the Owner, Contractor and Subcontractors and shall terminate only when the Project is accepted in writing. **St. Tammany Parish Government, ATTN: Risk Management Department, P. O. Box 628, Covington, LA 70434 shall be the first named insured on the policy.**

- D. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance coverages prior to commencement of work. If any of the required policies are or become unsatisfactory to the Parish as to form or substance; or if a company issuing any policy is or becomes unsatisfactory to the Parish, the Provider shall promptly obtain a new policy, timely submit same to the Parish for approval, and submit a certificate thereof as provided above. The Parish agrees not to unreasonably withhold approval of any insurance carrier selected by Provider. In the event that Parish cannot agree or otherwise authorize a carrier, Provider shall have the option of selecting and submitting a new insurance carrier within 30 days of said notice by the Parish. In the event that the second submission is insufficient or is not approved, then the Parish shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Provider and thereafter deduct from Provider's fee the cost of such insurance.
- E. Upon failure of Provider to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be declared suspended, discontinued or terminated. Failure of the Provider to maintain insurance shall not relieve the Provider from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Provider concerning indemnification.
- F. Provider shall maintain a current copy of all annual insurance policies and agrees to provide a certificate of insurance to the Parish on an annual basis or as may be reasonably requested for the term of the contract or any required Extended Reporting Period. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the Parish with annual renewal certificates of insurance evidencing continued coverage, without any prompting by the Parish.
- G. It shall be the responsibility of Provider to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of Provider. Provider shall further ensure the Parish is named as an additional insured on all insurance policies provided by said contractor and/or sub-contractor throughout the duration of the project.
- H. Certificates of Insurance shall be issued as follows:

**St. Tammany Parish Government  
Attn: Risk Management  
P O Box 628  
Covington, LA 70434**

To avoid contract processing delays, be certain the project name/number is included on all correspondence including Certificates of Insurance.

**\*NOTICE: St. Tammany Parish Government reserves the rights to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.**

**Any inquiry regarding these insurance requirements should be addressed to:**

**St. Tammany Parish Government  
Office of Risk Management  
P O Box 628  
Covington, LA 70434  
Telephone: 985-898-2797  
Fax: 985-898-3070  
Email: riskman@stpgov.org**

# HOLD HARMLESS AGREEMENT

\_\_\_\_\_ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless St. Tammany Parish Government, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

\_\_\_\_\_ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

SIGNED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Authorized Officer)

Print Name: : \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me, Notary, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

---

## Please complete the following:

Claims contact for this project will be:

\_\_\_\_\_

(Print name and title of Contact Person)

\_\_\_\_\_

Address

\_\_\_\_\_

Email address

\_\_\_\_\_

Telephone#

\_\_\_\_\_

Cell #

\_\_\_\_\_

Fax #

## **Section 07**

### **MINIMUM STANDARDS AND REQUIREMENTS FOR THE CONDUCT OF COMMERCIAL AERONAUTICAL SERVICES AND ACTIVITIES AT ST. TAMMANY REGINAL AIRPORT, ABITA SPRINGS, LOUISIANA**

#### **A. Introduction**

The Parish has established certain standards and requirements for Operators at the airport in order to foster, encourage, and ensure the economic growth and orderly development of aviation and related aeronautical activities at the airport by ensuring adequate aeronautical services and facilities. The purpose of these standards is to protect those who have made a substantial capital investment in facilities and equipment to serve the needs of the general aviation public.

The specific services to be provided at the airport are set forth as standards that relate to the means and methods of measuring the ability of the prospective operator to adequately and safely serve the needs of the general aviation public of the area. In addition, it sets forth the operating requirements which the operator must accept if he is to conduct the kind of services to which such criteria and specifications relate.

The following set forth the Minimum Standards and Requirements for the person, persons, partnership, company, trust, or corporation (all hereinafter referred to as a Person), based upon and engaging in one or more aeronautical services and activities operations at the airport. These Minimum Standards and Requirements are not intended to be all-inclusive as the operator of any aeronautical service or activity operation who is based on the airport will be subject additionally to applicable federal, state, and local laws, codes and ordinances, and other similar regulatory measures, insurance requirements including the airport Rules and Regulations about all such activities. All operators are required to follow all insurance requirements set forth by St. Tammany Parish Government's Risk Manager. A written agreement, properly executed by the Parish and any operator, is a prerequisite to a tenancy at the airport, and both with written agreement and tenancy are prerequisite to the commencement thereon of any of the aeronautical services and operations herein contained and specified. The contract provisions, however, will be compatible with the Minimum Standards and Requirements herein contained and will not change or modify the standards and requirements themselves. These Minimum Standards and Requirements may be included in whole, in part, or by reference as part of all leases between the Parish and any person desiring to be based on the airport and to engage in any aeronautical services and activities. Information relative to rentals, insurance requirements, fees, and charges applicable to the aeronautical services included herein will be made available to the prospective operator by the Parish at the time of the application or during the contract negotiations.

These Minimum Standards and Requirements may be revised as conditions may require, are not retroactive, and do not bear on or affect any written agreement properly executed before the date of adoption and approval of same. They may be supplemented and amended

by the Parish, from time to time, and in such a manner and to such extent as is deemed proper. No amendments or supplements shall affect any contractual relationship presently existing between the Parish and operators; provided that any lease, contract, or agreement entered into with any applicant after the amended or supplemented Minimum Standards and Requirements are adopted by the Parish shall be terminated or canceled in the event of failure to comply with such after notice thereof is given.

## **B. Statement of Policy**

A fair and reasonable opportunity, without unjust discrimination, shall be accorded to all applicants to qualify, and compete in a public bid process, for available airport facilities and the furnishing of selected aeronautical services, subject, however, to the Minimum Standards and Requirements as established by the Parish and set forth herein.

In all cases where the words “standards” or “requirements” appear, it shall be understood that they are modified by the word “minimum”. All operators shall be encouraged to exceed the “minimums”, which are established as a means of governing for the public the quality and level of services that are offered to the public in connection with the conduct or a particular aeronautical activity on the airport, and also to ensure the safe conduct of all aeronautical activities conducted at the airport.

Contingent upon its qualifications, its meeting the established Minimum Standards and Requirements, the execution of a written agreement with the Parish, and the payment of the prescribed rentals, insurance requirements, fees, the operator shall have the right and privilege of engaging in and conducting the activity/activities selected by it on the airport as specified by written contract. The granting of such right and privilege shall not be construed in any madder as affording the operator any exclusive right of use of the premises and facilities at the airport, other than those premises which may be leased exclusively to it and then only to the extent provided in the written agreement.

The Parish reserves and retains the right for the use of the airport by others who may desire to use the same, according to applicable federal, state, and local laws, ordinance, codes, minimum standards, and other regulatory measures pertaining to such use. The Parish further reserves the right to designate the specific airport areas in which the individual or a combination of, aeronautical services may be conducted. Such designation shall be considered the nature and extent of the operation and the lands and improvements available for such purpose, consistent with the orderly and safe operation of the airport.

The Parish reserves and retains the right to work with the Federal Aviation Administration and the Louisiana Department of Transportation Aviation Agency on planning and accepting grants to make improvements to the airport through the Airport Improvement Program.

## **C. Definitions**

Aeronautical Activity – Any activity that involves, makes possible, or is required for the operation of aircraft or contributes to or is required for the safety of such operations. The following are aeronautical activities within this definition: charter operations, pilot training, aircraft rental, sightseeing, aerial photography, agricultural operations/crop



dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can appropriately be regarded as an “Aeronautical Activity”. The following are examples of what is not considered aeronautical activities: ground transportation (taxis, car rentals, limousines), restaurants, barbershops and auto parking lots.

Airport Improvement Program – (AIP) The Airport Improvement Program provides grants to public agencies and in some cases to private owners and entities for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems. The Parish works with FAA and DOTD Aviation each year for improvements and expansions of the facility. The Parish may request involvement with tenants in this grant process. Example – Runway Expansions, Nav aids Improvements.

Minimum Standards – The qualifications which are established by the airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport.

Commercial Aviation Operator – Defined as a person engaging in an activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to, or is required for the safe conduct and utility of such aircraft operations, the purpose of such activity being to secure earnings, income, compensation, or profit, whether or not such objective or objectives are accomplished. This shall be classified as either a Fixed Base Operator (FBO) or a Specialized Aviation Operator (SAO).

Fixed Base Operator – A Fixed Base Operator (FBO) is further defined as a person, firm, corporation, or other recognized form of business organization that provides the minimum general aviation services required at the airport. An FBO will provide the following minimum activities or services:

1. Aircraft Line Services: fueling, lubricating, miscellaneous service, ramp parking, tie-down, crew and passenger lounge facilities, public restrooms, telephone if applicable, loading and unloading, and towing. In addition, the FBO is encouraged to provide any or all of the services listed below which may be provided separately by a Specialized Aviation Operator. However, to be an FBO it will be necessary to meet the criteria and accept the requirements as set forth by the Parish for those activities specifically required of an FBO.
2. Fixed Base Operator Minimum Requirements at St. Tammany Regional Airport
  - a. Minimum Facility Standards – Flight Planning facility equipped with adequate communication and other necessary flight planning materials.
  - b. Fuel Farm – Operate and maintain one (1) above-ground fuel storage and distribution system that includes a self-serve pump/metering system for 100LL fuel sales.

- c. Grounds Maintenance – The FBO will maintain all grass associated with the leased properties. This item will be negotiated during the lease process.
- d. Communications, Utility Services – The FBO is responsible for utilities (electric, water, and sewage, telephone, internet, and other communications services that are associated with the large corporate hanger and FBO office facility, trash collecting and recycling.
- e. Petroleum Products – The FBO is responsible for all contaminated petroleum, waste oil, lubricate holding, and recycling services.
- f. The FBO lessee/operator may propose to provide additional flight line services, amenities, and capabilities to airport patrons. The FBO is also invited and encouraged to provide additional Special Aviation Services Operations (SASO) as part of their business plan and service delivery model.

Specialized Aviation Operator – A Specialized Aviation Operator (SAO) shall provide one or more of the following activities or services:

- 1. Specialized Aircraft Repair Services (radios, painting, upholstery, propellers, instruments, accessories, etc.)
- 2. Specialized Commercial Flying Services
- 3. Flight Training
- 4. Aircraft Sales and Rental (new and/or used)
- 5. Aircraft Airframe and Engine Maintenance and Repair
- 6. Aircraft Rental
- 7. Aircraft Charter and Air Taxi Service
- 8. T-Hangar Aircraft Storage (excluding T-Hangar A)
- 9. Outside Tie-Down Storage

The Parish recognizes the need for hangar, shop, and office facilities for SAO's. The Parish recognizes also that some SAO's may not want to offer the full line of services that an FBO must offer. SAO's are encouraged to be tenants to FBO's. If not a tenant of an FBO the SAO may construct its facility in the area designated on the airport upon land leased from the Parish by a written contract agreement, of which terms of the lease and construction plans, design, and specifications must be approved by the Parish.

Standards and Requirements of scheduled and non-schedule air carrier, air taxi services, and air carrier charter flights, as defined by the Civil Aeronautics Board and FAA, or any other activities not specifically provided for in the Minimum Standards and requirements, will be subject to negotiation and are not part of these Minimum Standards and Requirements.

An SAO or specialized commercial operator may not provide regular commercial services to the public in the areas of fueling, lubricating, miscellaneous services,

ramp parking, and tie-down or multi-lane aircraft storage; such services require designation as FBO.

#### **D. Lease and Operations Agreement**

1. Requirement of a Written Agreement – Prior to the commencement of operations, the operator will be required to enter into a written agreement with the Parish which will recite the terms and conditions under which the business will operate on the airport, including but not limited to the term of the agreement, fees, and charges, rights, privileges and obligations of the respective parties, and other relevant covenants. Such contract provisions will neither change nor modify the Minimum Standards and Requirements nor be inconsistent therewith.

The authority to equip, improve, establish fees, and lease airport facilities is provided by La. Rev. Stat. 2:135.1, including the terms and additional terms set forth. It also states that an entire airport cannot be leased nor can it deprive the public of its rightful, equal, and uniform use of the airport or landing field or portion thereof. (see La. Rev. Stat. 2:135.1(f) included herein)

*Note: All Airport use charges shall be subject to renegotiation at the end of each five years.*

Minimum rental rates shall be as currently established by the Parish. Unimproved land net rate assumes construction of improvements that will become the property of the lessor at the end of the lease period. Where no improvements are provided by the tenant, land rental costs will be increased accordingly.

2. Site Development Standards –
  - a. *Physical Facilities:* All leased areas shall provide for auto parking approved by the Parish. All buildings shall provide for an office and restroom facilities. It is required that the leased area be maintained adequately and safely at all times, subject to approval by the Parish.  
*Construction of New Facilities:* Those financed by the operator not already on the airport will be subject to the standards of development as they are contained in the Airport Master Plan or as otherwise prescribed for the airport by the Parish. The Parish and State Office of Aviation must approve all plans and specifications before construction, and a notice of proposed construction required by FAR Part 77 must be submitted by the proponent to the FAA Airports District office. All operators are required to furnish to the Parish payment and performance bonds commensurate with any construction required under the minimum standards set forth for the individual type of operation. This disposition of any building upon the termination of the agreement shall be as agreed upon between the Parish and the operator. The operator shall provide special fire detection and fire-fighting equipment commensurate with the type of operation as approved by the Parish. Upon the completion of any improvement or construction, a certified statement showing the total cost and fair market value of each building are to be provided to the Parish.
  - b. *Personnel:* The operator shall have in employment and on duty during operating hours trained personnel in such numbers as are required to meet the

Minimum Standards and Requirements outlined efficiently for each aeronautical service being performed, including the office and in the supervision of the operations performed. All operators shall conduct their activities and render their services in a safe, responsible, and efficient manner and the operator shall be solely responsible for all of the acts of their tenants, agents, and/or employees.

All operators and their employees shall follow the Substance Abuse and Drug-Free Workplace policy included in these Minimum Standards and Requirements, in addition to being clean, courteous, efficient, and neat in appearance, and trained to perform any of the customer services contemplated under the particular operation. Any use of improper language is prohibited. All personnel required to hold FAA certificates and ratings shall maintain such certificates and ratings and have an annual certification of such.

- c. *Pavement/Concrete Maintenance:* The maintenance of pavement or concrete constructed by the Parish shall be the responsibility of the Parish. Any pavement or concrete constructed by any operator shall be the responsibility of the operator.
- d. *Building Maintenance:* Operator shall also maintain all buildings and improvements on the airport property leased from the Parish, and shall maintain such in good order and repair and make any such repairs as are necessary. The maintenance of the interior of any buildings, utility costs, and each operator's trash removal shall be the responsibility of the operator. Utility line maintenance outside the operator's delineated property boundary that is leased property shall be the Parish's responsibility. Grass mowing and landscape maintenance within each operator's leased area shall be the operator's responsibility by the lease with the Parish. All janitorial and custodial services in the exclusive area of the operator are the operator's responsibility. The Parish, to maintain standards of the custodial services throughout the airport, shall have the right to take over, or have performed by an outside contractor, all custodial services which are to be performed by the operator at any time during the term of the agreement upon a thirty-day written notice to the operator advising the operator of its failure to maintain proper standards of custodial services in its areas. If written notice is given to the operator by the Parish and the Parish proceeds to provide that event, the operator shall be billed the costs of such janitorial and custodial services based on the rates set for from time to time by the Parish.

3. General Lease Clauses –

The operator shall be required to contribute to the operation of the airport. No operator may perform or provide any aeronautical activity or service upon the airport without a fully executed lease agreement. No operator may be in direct competition with the Parish for any service currently offered by the Parish.

All lease agreements hereafter executed shall contain the following assurances, verbatim:

Section 08

FINAL PLANS

