



75 Langley Drive • Lawrenceville, GA 30045-6900
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

February 18, 2016

**REQUEST FOR PROPOSAL:
RP012-16**

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified businesses and/or individuals for the **Lease, Development, and Operation of a Commercial General Aviation Business or Hangar Development** at the Gwinnett County Airport on a 0.77 acre site (minimum) to approximately 2.84 acre site (maximum) for the Gwinnett County Department of Transportation, Aviation Division.

Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on Tuesday **March 15, 2016** at the Gwinnett County Purchasing Office, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30045. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website at www.gwinnettcounty.com.

A pre-proposal conference is scheduled for **10:00 A.M. on Tuesday, March 1, 2016 at the Gwinnett Department of Transportation, Airport Division, Briscoe Field, 600 Briscoe Boulevard, Lawrenceville, Georgia 30045**. All consultants are urged to attend. Questions regarding proposals should be directed to Christopher Duncan, Purchasing Associate II at Christopher.Duncan@GwinnettCounty.com, no later than **3:00 P.M. Thursday, March 4, 2016**. Proposals are legal and binding upon the bidder when submitted. **One (1) unbound original (clearly marked as "original") and five (5) bound copies should be submitted.**

Successful proposer will be required to meet insurance requirements, submit a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond. Insurance and Bonding Company must be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating as listed in the insurance requirements.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Michael Plonowski, Gwinnett County Justice and Administration Center, 770-822-8015.

The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities, and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

Christopher Duncan
Purchasing Associate II

The following pages **should** be returned with your proposal: **Fee Schedule: Pages 10-11**
E-Verify Affidavit: Page 21
Ethics Affidavit: Page 22



I. Introduction

The Gwinnett County Board of Commissioners and the Gwinnett County Airport Authority are soliciting proposals from qualified companies for the lease, design, development, and operation of a commercial general aviation business or hangar development (ancillary general aviation services) at the Gwinnett County Airport on a minimum of a 0.77-acre site more particularly described on Attachment 1, near Lawrenceville, Georgia. Proposals submitted for review are required to occupy the full 0.77 acre site, including the building located on the site, or are required to demolish the building if a new hangar development or building layout is proposed. Proposers may request to occupy more area than the 0.77 acre site by expanding the proposed lease area into the tie-downs located to the south and/or east of the site. A site as large as approximately 2.84 acres could be obtained by utilizing the tie-down area in addition to the required 0.77 acre building/parking lot area (see Attachment 2). If the proposal utilizes any area in addition to the 0.77 acre site, a survey of the proposed area will need to be completed by a registered professional surveyor, registered in the State of Georgia, prior to entering into a lease agreement.

The Gwinnett County Airport is located approximately 25 miles northeast of Atlanta, and began operation in 1966. The airport is owned and operated by Gwinnett County, in conjunction with the Gwinnett County Airport Authority. There is excellent freeway access to State Route 316, and the airport is within thirty minutes driving time to the downtown Atlanta area.

The County is seeking a qualified individual or business to manage a commercial general aviation business or develop a hangar(s) in the area. Each proposer must be able to prove their ability to manage a commercial general aviation business at the Airport, or prove their ability to successfully complete the construction of a hangar(s). The successful proposer will be that individual or business that proposes the greatest returns to the County through a combination of lease, design, development terms, and overall impact to the County.

Commercial General Aviation Business would be any aviation related business that offers services to the public. Ancillary General Aviation Services refers to corporate hangars, private hangars, etc., where services would not be offered to the public.

II. General Instructions for Proposers

No individual, company, or organization is to discuss any aspect of this Request for Proposal with any Gwinnett County employee or with any member of the Gwinnett County Airport Authority without approval of the Purchasing Division's representative. This is to ensure that all prospective respondents have the same level of knowledge relative to the project as well as insuring additional data is made available to all proposers.

Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

One (1) unbound original (clearly marked), five (5) bound copies of the entire proposal package should be submitted. All copies of the proposal must be identical. The full cost of proposal preparation is to be borne by the proposing firm. The proposer is responsible for assuring delivery on or before the stated date and local time as well as for any associated delivery costs. Proposals must be signed in ink by a company official who has authorization to commit company resources.

Proposals shall be submitted in a sealed envelope/package. Envelope/package shall be addressed to Gwinnett County Purchasing Division, Gwinnett Justice and Administration Center, Second Floor, 75 Langley Drive, Lawrenceville, Georgia 30046 and shall be identified with the proposal number, date of opening and company name on the outside.

Proposals submitted are not publicly available until award by the Gwinnett County Board of Commissioners. All proposals and supporting materials as well as correspondence relating to this RFP become property of Gwinnett County when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.

Successful individual or company is required within ten (10) days of the Notice of Award to provide the following:

- a. Certificate of Insurance as specified in the Request for Proposal.
- b. Two (2) properly executed contract documents.
- c. Contractor Affidavit and Agreement form
- d. Contractor Verification form

Failure to provide the above documents within ten (10) days after the Notice of Award may be just cause for the annulment of award. At the discretion of the County, the award may then be made to the next highest scoring responsible proposer.

III. **Key Contact Person**

If you require additional information concerning the RFP or the procurement process, make your inquiries to the following person:

Christopher Duncan
Gwinnett County - Purchasing Division
75 Langley Drive, 2nd Floor
Lawrenceville, Georgia 30046
TELEPHONE: 770 822-8741
FAX: 770 822-8728
E-Mail: Christopher.Duncan@gwinnettcountry.com

IV. **Inquiries from Proposers**

It is desired that questions related to this RFP be submitted in writing prior to the pre-proposal conference or be discussed verbally at the conference. Submit written questions to Christopher Duncan, Purchasing Associate II, Gwinnett County Purchasing Division (contact information listed above).

V. **Proposal Content**

The proposal shall be responsive to the specific range of issues described in the Request for Proposal. Companies responding to this request are asked to read the Request for Proposal carefully to insure that they address the specific requirements of this request and submit all requested information.

A **Letter of Transmittal** should be submitted to include a statement concerning the company's financial capabilities and willingness to pursue and carry out this project.

VI. Proposal Evaluation Process

The County anticipates leasing the subject property under the terms and conditions outlined in this Request for Proposal. Proposers are encouraged to offer terms favorable to the County, but realistic in nature. Proposers should bear in mind the competitive nature of the proposal process and the fact that the County will be looking for the Company which offers the best overall advantage to the County. However, the County may also consider proposals offering alternative terms. Proposers requesting reduced rent during construction, rent credits, area in addition to the 0.77 acre site identified, or other deviations from the provisions of this RFP should specifically address the requested changes in their proposal.

Business Plan: All aviation businesses will be evaluated based on their financial return to the County as a whole, to the Airport, and on their overall impact to the community the Airport serves. Proposers will be scored regarding their responsiveness providing for the most economic development of the County (i.e. creation of jobs, relocation of industry, increased tax revenues to the County, etc.), which also provide for the least impact to the neighboring community (i.e. least amount of noise impact, etc.).

The Gwinnett County Board of Commissioners and the Gwinnett County Airport Authority intend to accept the offer that is most advantageous to themselves from the standpoint of greatest returns to the County through a combination of lease, design, development terms, and overall impact to the County. It reserves the right to reject any and all proposals received by reason of this request and make an award as deemed in the County's best interest. The full cost of any requested interview/presentation will be borne by the proposing individual or company.

During the evaluation, validation, and selection process, the County may desire the presence of a Company's representative for answering specific questions, orally and/or in writing. The County will not be liable for Company's costs incurred for preparation or presentation in this regard.

The County also reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial, or other abilities prior to the award of the contract.

VII. Selection Procedures

The selection committee will consist of two departmental representatives, two representatives from the Gwinnett County Airport Authority and one (1) independent evaluator designated by the County's Purchasing Division. The proposals will be evaluated in order to select the Company that rates highest according to the criteria listed in this document. The County will evaluate all proposals based on the first six criteria; then if necessary, may invite a number of the highest scoring firms for interviews and presentations. If it is necessary, the number of firms invited will be at the discretion of the selection committee. If interviews are necessary, the dates and nature of the interview requirements will then be relayed to the invited firms. The interviews and presentations will be conducted, and the selection committee will tabulate the results of the interviews with the previous scoring. The highest scoring company will be determined, and the selection committee will make a recommendation of contract award to the Purchasing Division. Gwinnett County reserves the right to negotiate price, scope and schedule with the highest scoring firm. If for any reason the recommended firm cannot execute the contract, the County may select the firm with the second highest scoring proposal, etc. until an agreement is reached and a contract is executed.

Upon the County's award of the contract, the County will present an agreement for execution to the selected Company. If execution of this agreement with the selected Company is unsuccessful, the County will negotiate with the second ranked Company and so on until satisfactory agreement has been reached.

VIII. Proposal Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Criteria	Points
1) Terms of Lease	25
2) Qualifications of the Company and/or business approach	20
3) Monthly rent to the County	15
4) Site improvements	35
5) References	5
PROPOSAL TOTAL POINTS	100 Points
Interview (If applicable)	25
Maximum Total Points	125

IX. Contract Award Information

If the selected Proposer refuses or fails to enter into contract negotiations within ten (10) days after notification, then Gwinnett County may award the contract to the next highest scoring individual or company.

Gwinnett County reserves the right to negotiate with whichever Proposer that it deems to best meet the needs of Gwinnett County.

Gwinnett County will notify all Proposers of award. The award, if made, is expected to be made within 90 days from the due date of the proposals.

The period of time specified above, within which award of contract may be made, is subject to extension by written agreement between Gwinnett County, the concerned Proposer, and the Proposer's surety, if applicable.

If the proposal utilizes any area in addition to the 0.77 acre site, which has been previously surveyed, a new survey of the proposed area will need to be completed by a registered professional surveyor prior to entering into a lease agreement. Said professional surveyor shall be registered in the State of Georgia and shall stamp/seal any survey made. The cost of the new survey will be borne entirely by the proposer.

Gwinnett County will make no guarantees to any Proposer until such time as the Gwinnett County Board of Commissioners approves the negotiated contract.

X. Evaluation Criteria

1) Terms of Lease: The term of the lease will be for twenty-five (25) years. Options to extend the lease beyond 25 years may be considered if site improvements and other investments justify them. If a proposal requests a term greater than 25 years, Proposers should specifically identify the site improvements, investments, and reasons the term should be extended. Forty (40) years is the longest term lease available at the airport. No term greater than 40 years will be considered. All improvements made during the term of the lease will revert to County ownership upon termination of the lease. Therefore, proposals with shorter proposed terms will be scored higher than proposals with longer terms.

2) Qualifications of Company and/or Business Approach: The County is seeking a qualified individual or company to manage a commercial general aviation business or to develop a hangar(s) on the property. Each proposer must be able to prove their ability to manage a commercial general

aviation business at the Gwinnett County Airport, Briscoe Field, or prove their ability to successfully complete construction of a hangar(s). Financial ability, previous experience managing or constructing aviation facilities and/or businesses, and company officials involved in the management or construction including individual's experience in aviation will all be considered during the proposal evaluation.

Each proposal must contain adequate financial information to assure the County that proposed site improvements/construction can be completed, and if management of a general aviation business is being proposed, an adequate business plan must be presented to show that the proposed business is viable.

3) Rent: (Fee to be returned in a separate sealed envelope labeled fees) Monthly rent should be indicated on the attached Proposal Fee Schedule. Minimum base rent is set at \$0.29 per square foot per year for the paved areas of the site and minimum base rent is set at \$1.20 per square foot per year for the building on the site. In addition, the rent will be adjusted at the end of the first three-year period of the term, and every three years thereafter. The rent will be adjusted based on Consumer Price Index (CPI) adjustments. As stated previously proposers may request rents different from those stated above (e.g., rent abatements, differing rates, etc.) but **MUST** justify their proposed alternative terms in their proposal. Proposals providing the greatest amount of rent to the County with the least amount of offsets, abatements, etc., will be favored in the proposal review process.

The successful proposer shall also be required to pay any applicable fuel flowage fee per gallon of fuel delivered to the airport. The current fuel flowage fee is \$0.07 (seven cents) per gallon. The fuel flowage fee is subject to change at the discretion of the Gwinnett County Airport Authority and the Gwinnett County Board of Commissioners. It is the intent of the Airport Authority and the Board of Commissioners that the fuel flowage fee be raised periodically to reflect changes in the price of gasoline and the overall economy. Proposers should expect to pay \$0.07 per gallon as the starting fee with escalation of the fee over time when preparing proposal documents.

4) Site Improvements: Proposers acknowledge that they are leasing the building in an "As-Is" condition and that it will require renovation prior to being capable of occupancy. Proposer shall be responsible for any and all renovation costs to make the building capable of being occupied, including but not limited to, removal and proper disposal of any hazardous materials and/or molds in the building. Proposers may suggest rent abatements, longer lease terms, or other modifications to the 'standard' proposal terms in order to offset the cost of their proposed renovations. Any suggested modifications to the 'standard' terms must be clearly detailed and explained/justified in the proposal content. The County shall determine if the proposed renovations are adequate to offset the modified proposal terms. The proposal containing the most site improvements with the least amount of modified proposal terms will be scored higher than a proposal with less renovations but more requested term modifications.

Proposers acknowledge that the Gwinnett County Airport Authority has adopted Architecture and Building Design Standards for Development on the airport, and Signage Guidelines for the Airport, and that any improvements made by the proposer shall meet these standards/guidelines, including, but not limited to, painting the building in sky tones (blues, greys, and whites) and limiting sign size and illumination. A copy of the adopted Architectural Standards and Sign Guideline are attached to this document and are incorporated herein.

Utility Installation Expenses: The lessee will be required to pay for all utility installations and services required for its operation. All utilities must be installed underground, and must conform to all requirements set by the County and Airport. If the proposed use of the site intensifies the use of any existing utility so that the existing system could not handle the additional capacity, the successful proposer will be responsible for improvements to upgrade the system.

Maintenance: The Tenant accepts the site and building “as-is,” and warrants that it has inspected the site and building and accepts possession of the site and building “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by ordinances of the County, and admits its suitability and sufficiency for the Tenant’s intended uses. The County shall not be required to maintain nor to make any improvements, repairs, or restorations upon or to the site and/or building or to any of the improvements presently located thereon.

Tenant shall throughout the term of the lease assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever of the site and building and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Tenant shall be solely responsible for any required modifications, repairs, or renovations to the existing improvements that may be required by federal, state, and/or local laws and regulations in order for Tenant to conduct operations on the site and/or building.

Taxes: The Tenant shall be responsible for all taxes and assessments to the site.

Insurance: Proposer must meet the insurance requirements set forth in this document. Insurance requirements may vary depending on the type of activity proposed.

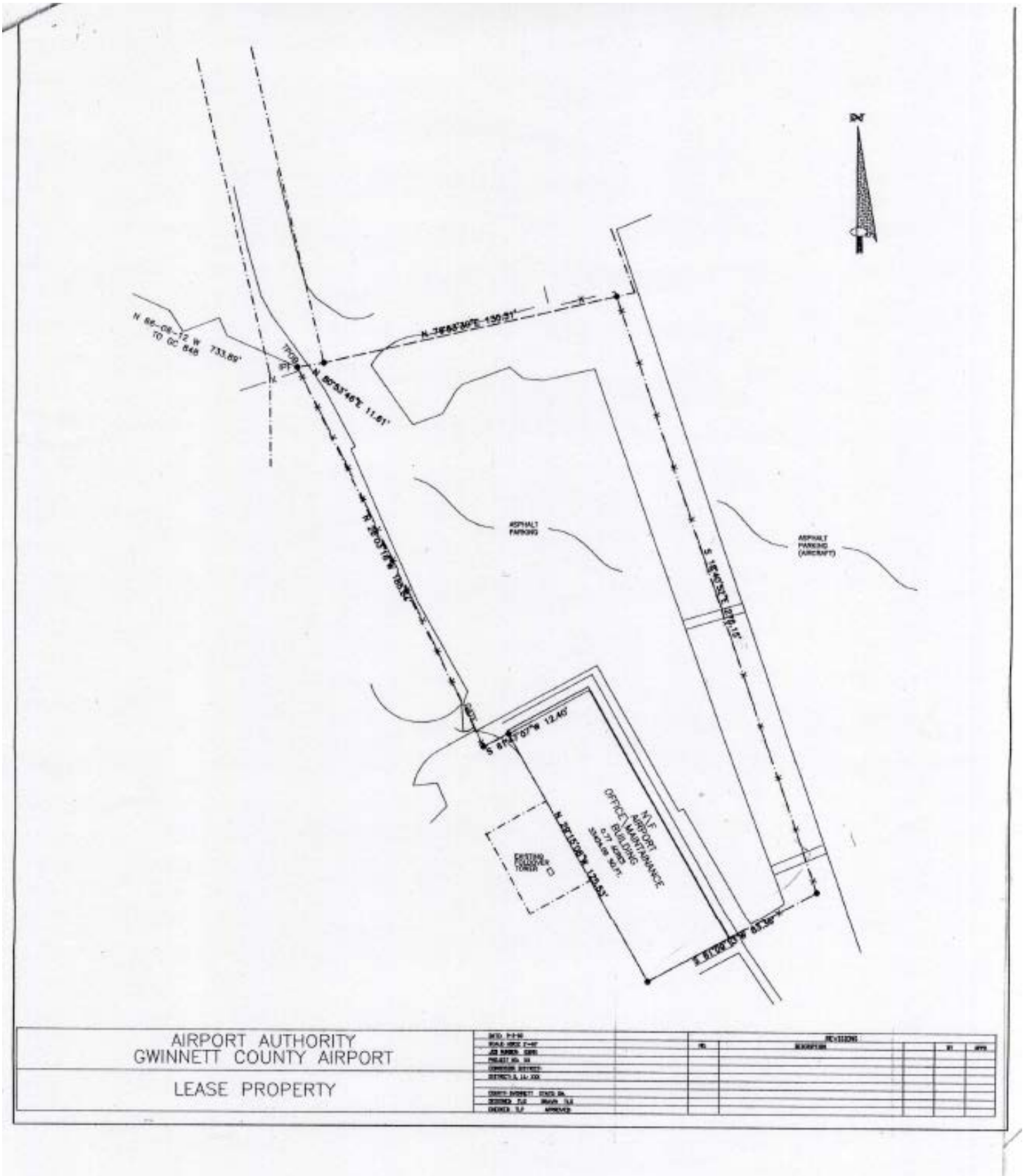
Condition of Premises: The site shall be leased to the successful proposer in an "AS IS" condition. Any site improvements necessary should be outlined in the proposal submitted and are solely the responsibility of the proposer.

5) References: Both personal and professional references may be provided. References should be able to provide information on financial ability of proposer to complete proposed site improvements, information on ability of proposer to successfully manage a general aviation business (if applicable), information on ability of proposer to successfully construct a hangar(s) (if applicable), and information on proposers previous experience in aviation and operating a business and/or hangar at an airport.

XI. Statement of Interest and Qualifications

Submittals from qualified proposers received in response to this request will be judged as a demonstration of the Proposer's capabilities and qualifications and shall be scored accordingly.

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AIRPORT AUTHORITY
 GWINNETT COUNTY AIRPORT
 LEASE PROPERTY

NO.	REVISION	BY	DATE

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LEGAL DESCRIPTION

All that tract of land being in Gwinnett County, Georgia: being in land lot 208, of the 5th district, and being part of the Gwinnett County Airport property. This land being more particularly described as follows.

Beginning at a Gwinnett County monument located in the median of Hwy. 316 near Hurricane Shoals Rd. Monument being stamped GC848 and having Georgia State Plane coordinates of North 1448781.39940, East 2356626.64680. From this point proceeding on a bearing of South 66 degrees, 06 minutes, 12 seconds East for a distance of 733.89 feet to a point, said point being known as the True Point of Beginning.

Thence North 80 degrees, 53 minutes, 46 degrees East for a distance of 11.61 feet to a point

Thence North 76 degrees, 53 minutes, 30 seconds East for a distance of 130.31 feet to a point, point being on fence line next to aircraft parking area

Thence following fence line for a bearing of South 18 degrees, 40 minutes, 52 seconds East, for a distance of 276.15 feet to a point being at a fence corner

Thence South 61 degrees, 09 minutes, 13 seconds West, for distance of 83.36 feet to a point, this point being the back corner of building

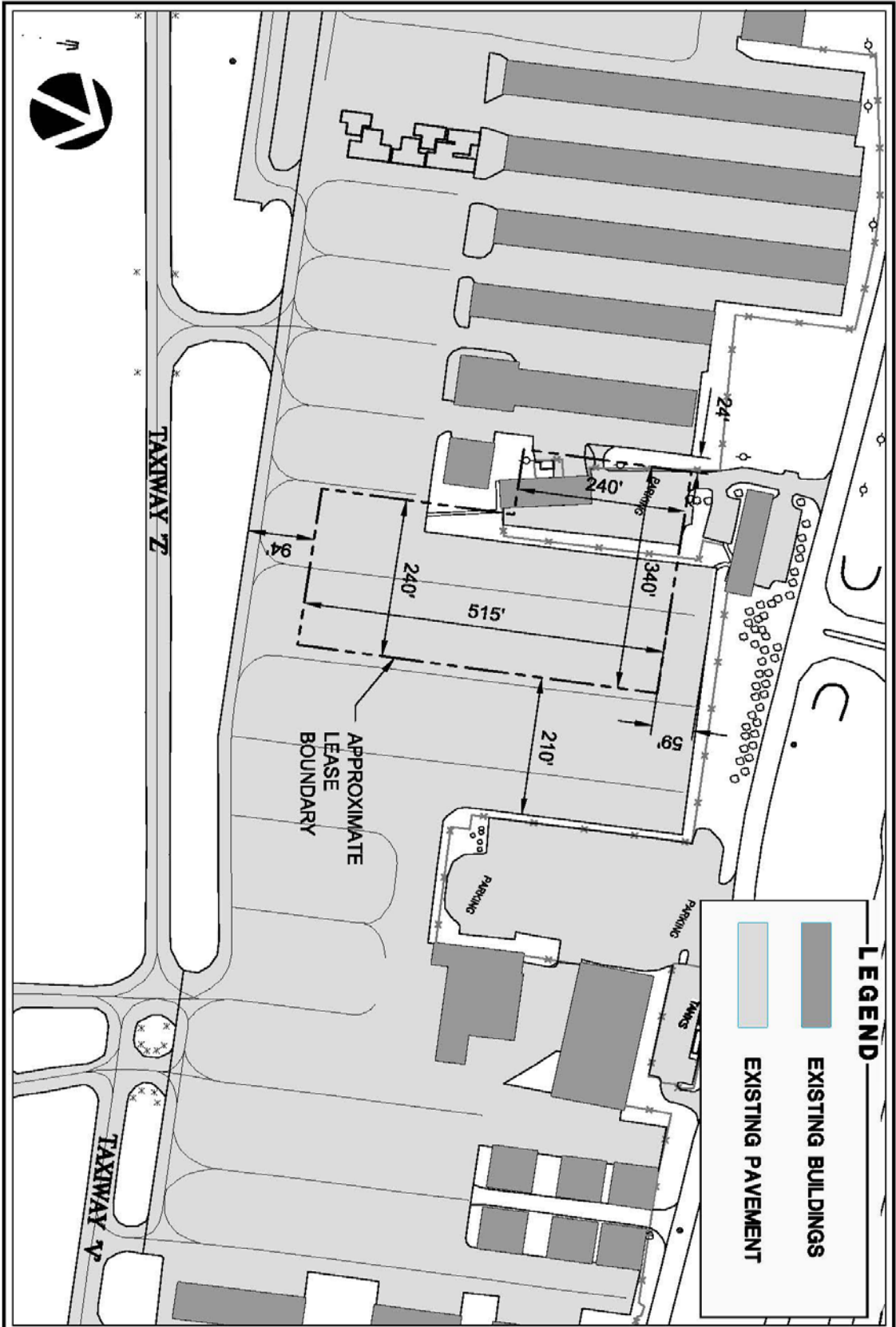
Thence proceeding along back side of building for a bearing of North 29 degrees, 15 minutes, 08 seconds West, for a distance of 125.53 feet to a point, this point also being located on back corner of building

Thence South 61 degrees, 47 minutes, 07 seconds West for a distance of 12.40 feet to a point

Thence North 26 degrees, 03 minutes, 18 seconds West, for a distance of 185.64 feet to a point, said point also being known as the True Point of Beginning.

Property as described contains 0.77 acres (33424.09 sq. ft.) of land more or less, and is shown on a plat prepared by Gwinnett County D.O.T. for the Gwinnett County Airport Authority and is dated 9/03/03.

Y:\Airports\LZU_Gwinnett\GENERAL\CIP - APPL's\Request for Aid\LZU REQ-FOR-AID_Exhibit Georgia Jet rev 2.dwg Plotted on: Jan 26, 2016 - 7:19am by amsentelle



Michael Baker
INTERNATIONAL

GWINNETT COUNTY AIRPORT - BRISCOE FIELD
PROSPECTIVE TENANT DEVELOPMENT LOT

CONCEPT 1

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**PROPOSAL FEE SCHEDULE
(Return In Separate Envelope)**

REVENUE TO THE GWINNETT COUNTY AIRPORT \$ _____

BASE RENT PER MONTH \$ _____

I, the undersigned, have provided that information indicated below for the purpose of submitting a proposal to enter a ground lease with Gwinnett County for the management of a commercial general aviation business, as described in the proposal. The information indicated below is attached to the Proposal Fee Schedule for your consideration.

_____ **Questionnaire** to accompany proposal

_____ **Proposer's Business Plan**
(This Business Plan should include as a minimum a narrative of the proposed business, a site plan, a description of any proposed site improvements, a preliminary development plan which consists of a preliminary plot plan and proposed schedule of completion, reference to any phased development in the plot plan, and any other pertinent information.)

_____ **Description of Proposed Lease Terms**
(Including any requested changes to the terms of the RFP if the proposal is a non-conforming proposal)

I hereby represent that the attached information has been prepared in accordance with all of the terms, conditions, and instructions included in the Request for Proposal. I further represent that, if this proposal is accepted by the County, as only determined by the Gwinnett County Airport Authority and the Gwinnett County Board of Commissioners, I will continue to be subject to all of the terms, conditions, and instructions stated in the Request for Proposal.

The Proposer has carefully examined and fully understands the Contract, Plans and Specifications and other Documents hereto attached, and has made a personal examination of the Lease Site, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with Gwinnett County according to proposal documents entitled as well as the existing conditions of the project, and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials required by them in accord with said documents, for the sum as stated on the attached documents.

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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**PROPOSAL FEE SCHEDULE
(Return In Separate Envelope)**

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certification Of Non-collusion in Bid Preparation

(Signature) (Date)

In compliance with the attached specifications, the undersigned offers and agrees, if this bid is accepted by the board of commissioners within sixty (60) days of the date of bid opening, to furnish any or all of the items upon which prices are quoted within the time specified in the bid schedule.

Legal Business Name _____ Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes No

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

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QUESTIONNAIRE

All information requested in this Questionnaire to accompany proposal must be furnished by the proposer and should be submitted with the proposal. All statements must be complete, accurate, and in the form requested in the Request for Proposal package. Omission of information or inaccurate or misleading information may be cause for rejection of the proposal.

1. Print the present legal name, address, and telephone number of the Proposer and the Proposer's contact person.

Legal Name _____

Address _____

Contact person's name _____

Telephone number _____ Facsimile number _____

E-mail address _____

2. In the event this proposal is accepted, list below the legal name of the business/individual exactly as it will appear on the lease document, and the address at which the business/individual will elect to receive notices.

Name _____

Address _____

Attn: _____

3. The above legal entity will be doing business under the following fictitious/dba name (if applicable).

4. The proposer intends to carry on the business as a (n):

_____ Partnership

_____ Joint Venture

_____ Corporation

_____ L.L.C.

_____ Or other (If other explain below:

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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5. If the Proposer is a partnership or a joint venture, a copy of the Partnership or Joint Venture Agreement should be submitted with proposal and provide the following information:

Name (all parties) Partnership	Address	Share of
-----------------------------------	---------	----------

- a. Partnership formed or to be formed: _____
- b. Date of organization: _____
- c. General or Limited Partnership (if applicable): _____

6. If the proposer is a corporation, or if a partner listed in section 5 above, is a corporation provide the following information:

- a. Date of incorporation: _____
- b. State where incorporated: _____
- c. If incorporated in a state other than Georgia, is the proposing corporation authorized to do business in Georgia? _____
- d. Provide the corporation's Article of Incorporation.
- e. Name, address, and the amount of stock held by the following officers (attach additional sheets as necessary).

President

(Name)

(Address)

(Amount of Stock)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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Vice President

(Name)

(Address)

(Amount of Stock)

Secretary

(Name)

(Address)

(Amount of Stock)

Treasurer

(Name)

(Address)

(Amount of Stock)

Other Officers

(Name)

(Address)

(Amount of Stock)

(Name)

(Address)

(Amount of Stock)

f. Name, address, and shares of stock held by each member of the Board of Directors of the Corporation.

Chairperson

(Name)

(Address)

(Shares of Stock)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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All other members

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

(Name)

(Address)

(Shares of Stock)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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7. If Proposer is a L.L.C. provide name, address, title of the managing member(s) and all other parties of the L.L.C.

(Name)

(Address)

(Title)

(Name)

(Address)

(Title)

(Name)

(Address)

(Title)

(Name)

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(Name)

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(Name)

(Address)

(Title)

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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8. What is the extent and duration of your experience in the proposed commercial general aviation business?

9. Submit a list of locations at which you have operated, constructed, and managed similar commercial general aviation businesses.

10. Attach the names, addresses, and telephone numbers of the following for reference:

a. Three (3) references regarding your financial ability to carry on the proposed business

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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b. Three references as to your technical ability to carry on this business.

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

c. Three personal references. (Reference letters from responsible persons may be submitted.)

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

Name _____

Address _____

Telephone number _____ Facsimile number _____

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

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11. State the number of persons and the capacity in which each will be employed by you in the operation of the proposed commercial general aviation business.

12. Attach a complete Financial Statement (including the most recent Balance Sheet) and Business Plan.

The undersigned hereby certified to the truth and accuracy of all statements, answers, and representations made in this questionnaire, including all supplementary statements attached hereto. The County is authorized to contact references given herein and it is understood and agreed that the County will initiate any other investigative processes deemed necessary to determine the financial responsibility and experience of the Proposer.

Legal Name of Proposer _____

Corporate Seal (if applicable) By: _____

By: _____

Date: _____

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

RP012-16 Lease, Development, and Operation of a Commercial General Aviation Business or Hangar Development

**CONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: _____
Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

For Gwinnett County Use Only:
Document ID # _____
Issue Date: _____
Initials: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 201__

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
Rev. 6.20.13





gwinnettcounty

RP012-16 Lease, Development, and Operation of a Commercial General Aviation Business or Hangar Development

CODE OF ETHICS AFFIDAVIT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. _____
(Company Submitting Bid/Proposal)

2. (Please check **one** box below)

No information to disclose (*complete only section 4 below*)

Disclosed information below (*complete section 3 & section 4 below*)

3. (if additional space is required, please attach list)

_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name
_____	_____
Gwinnett County Elected Official Name	Gwinnett County Elected Official Name

4.	Sworn to and subscribed before me this
BY: _____	_____ day of _____, 20____
Authorized Officer or Agent Signature	
_____	_____
Printed Name of Authorized Officer or Agent	Notary Public

Title of Authorized Officer or Agent of Contractor	(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com



BOND #

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners
(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of

_____ Dollars

(\$_____) in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name_____

Company Name_____

E-Mail_____

Phone_____

NOTE:

If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

BOND #

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Gwinnett County Board of Commissioners

(Name of Obligee)

75 Langley Drive, Lawrenceville, Georgia 30046

(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of _____

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and

agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)

ATTEST:

(Principal)

(Principal Secretary)

By: _____

(SEAL)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

Resident or Nonresident Agent

(SEAL)

(Address)

(Witness as to Surety)

(Address)

BONDING AGENT CONTACT INFO

Print Name _____

Company Name _____

E-Mail _____

Phone _____

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

LEASE AGREEMENT
WITH
GWINNETT COUNTY AIRPORT
AND

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COUNTY OF GWINNETT
STATE OF GEORGIA

LEASE AGREEMENT

THIS AGREEMENT made and entered into by and among the GWINNETT COUNTY AIRPORT AUTHORITY (the “authority”), a body corporate and politic and a political subdivision and public corporation of the State of Georgia, GWINNETT COUNTY (the “County”), a political subdivision of the State of Georgia (collectively, and/or individually, “Lessor”), and _____ hereinafter referred to as “Lessee.”

WITNESSETH:

WHEREAS, the County and the Authority did enter into a Management Agreement dated November 19, 2002, for the operation and maintenance of Gwinnett County Airport-Briscoe Field (the “Airport”), and wherever “Lessor” is used herein it shall be construed to mean the County and/or the Authority; and

WHEREAS, the Lessor and Lessee are mutually desirous of entering into a Lease for the use and occupancy by Lessee of certain areas at the Airport;

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, the Lessor hereby grants to the Lessee the right to use and occupy the land area at the Airport shown on Exhibit A together with all buildings, structures, improvements, additions and permanent installations now existing or hereinafter constructed and installed therein or thereon (hereinafter called the “Leased Premises”) during the term of this Agreement upon the following terms and conditions and it is hereby mutually agreed as follows:

SECTION 1

TERM

- 1.1 The term of this lease shall be for a twenty-five (25) year period commencing on _____, and expiring on _____, unless sooner terminated in accordance with the provisions hereof.

SECTION 2

LEASED PREMISES

- 2.1 The Leased Premises identified as shown on Exhibit A, attached hereto and made a part hereof and consists of:
 - 2.1.1 land area consisting of approximately _____ square feet, together with all buildings, structures, improvements, additions and permanent installations constructed and installed therein or thereon.
 - 2.1.2 buildings, structures, improvements, additions, and permanent installations consisting of approximately _____ square feet.
- 2.2 The Lease Premises shall not include the land area leased to the United States of America for a FAA Emergency Communications System, consisting of approximately 1200.3 square feet and more particularly shown on a drawing entitled "Gwinnett County Airport Lease for FAA Emergency Communications System." Said drawing is attached hereto as Exhibit B and incorporated herein by reference. Lessee shall not have access to the land area shown on Exhibit B and leased to the United States of America.

SECTION 3

USE OF LEASED PREMISES

- 3.1 The Lessee shall continuously occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:
 - 3.1.1 for the parking of automobiles and other vehicles operated by officers, employees, invitees and business visitors of the Lessee;
 - 3.1.2 for operations offices in connection with all of the purposes authorized herein;
 - 3.1.3 _____

3.1.4 any other activities authorized by Lessor.

SECTION 4
RENTS AND FEES

- 4.1 For Use and Occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the Lessor during the period commencing _____, and ending _____, a monthly rent of _____.
- 4.1.1 Effective on _____, and on _____, of every three years thereafter during the remaining term, the monthly rental payable hereunder shall be adjusted by multiplying the monthly rental set forth in 4.1 above by a fraction, the numerator of which shall be the annual CPI (as hereinafter defined) published for the year most recently preceding said _____ date, and the denominator of which shall be the annual CPI published for _____, hereinafter referred to as Lessee's base year. In no event shall the monthly rental payable under this Section 4.1.1 be less than the amount set forth in 4.1 above.
- 4.2 The term CPI as used herein shall mean the Consumer Price Index for all Urban Consumers, all items, selected large cities, for Atlanta, Georgia as published by the Bureau of Labor Statistics of the United States Department for Labor, 1982-84 base =100. In the event the base year of such index is changed, the CPI shall be converted to the equivalent of the base year 1982-84 =100.
- 4.3 The monthly rent shall be paid on the first day of each month in advance at the office of the Airport Manager, at the address specified in Section 26 hereof, or at such other office as may be directed in writing by the Lessor.
- 4.4 In addition to all other rent and fees set forth in this Section, and commencing upon the effective date of the Agreement, the Lessee shall pay to the Lessor the following fees:
- 4.4.1 A fuel flowage fee of seven cents (\$0.08) for each and every gallon of fuel delivered to Lessee, subject to adjustment in accordance with the rules and regulations, pursuant to Section 11 hereof.
- 4.4.2 Any other standard fees or charges that may be imposed at any time by the Lessor on operations at the Airport.

- 4.5 The fees specified in Section 4.4 shall be paid by the Lessee to the Lessor as follows: on the twentieth (20th) day of each month, the Lessee shall render to the Lessor a statement certified by the Lessee's principal financial officer showing total gallons of fuel delivered to Lessee's fuel farm for the preceding calendar month and pay to the Lessor the appropriate fuel flowage fee.
- 4.6 Upon any termination or the expiration of this agreement, the Lessee shall within twenty (20) days after the effective date of termination or expiration render to the Lessor a statement showing total aviation fuel gallons delivered, certified by the Lessee's principal financial officer, for the monthly period in which the effective date falls and pay to the Lessor the appropriate fuel flowage fee.
- 4.7 Nothing contained in the foregoing shall effect the survival of the obligations of the Lessee as set forth in the Sections of this Agreement covering the survival of the Lessee's obligations.
- 4.8 The fees specified above shall be payable at the office of the Airport Manager or at such other office as may be directed in writing by the Lessor.
- 4.9 Upon the execution of this Agreement by the Lessee and delivery thereof to the Lessor, the Lessee shall also deliver to the Lessor, as a security deposit, a cashier's check, certified check, an irrevocable letter of credit from a bank insured by FDIC, or a performance bond issued by a Surety authorized to do business in the State of Georgia, in the amount _____, the approximate amount of the first years' rental. This security deposit shall remain in the possession of the Lessor during the first year of this Agreement as security for the full, faithful and prompt performance of, and compliance with, on the part of the Lessee, all the provisions, terms and conditions of this Agreement. The Lessor shall have the right to use said deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against Lessee. In the event the Lessor shall so use the said deposit, or any part thereof, the Lessee shall, on demand of the Lessor and within two (2) days thereafter, deposit with the Lessor the sum necessary to maintain the amount herein set forth. If such use of the deposit is required within the first contract year, the retention of the full deposit shall be extended until a full calendar year shall have expired without demand against the deposit by the Lessor. The Lessor will return said deposit to the Lessee upon the completion of a full calendar year

of no demands against the deposit, or upon termination of this Agreement, whichever shall occur first. The Lessor further reserves the right to require the Lessee to provide the same security deposit in the event that a demand against such a deposit arises after the initial deposit is returned to the Lessee as provided herein. In the event the Lessor exercises this right, the Lessee will within ten (10) days of receipt of notice from the Lessor, provide the Lessor the same security deposit as was initially required.

SECTION 5

ACCEPTANCE, CARE, MAINTENANCE

IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises, as defined in Section 2, and the improvements thereon “as is” in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by ordinances of the Lessor, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the Lessor shall not be required to maintain nor to make any improvements, repairs restorations upon or to the Leased Premises or to any of the improvements presently located thereon. Unless caused by the sole negligence or willful misconduct of Lessor, Lessor shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns, provided however that Lessor assumes no obligation under this agreement to repair damage caused by public utilities under its control, including but not limited to, water and sewage service.
- 5.2 Except as otherwise provided in Section 5.1 of this Lease, Lessee shall throughout the term of this Agreement assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever of the Leased Premises and all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Lessee shall be solely responsible for any required modifications, repairs, or renovations to the existing improvements that may be required by federal, state, and/or local laws and regulations in order for Lessee to conduct

operations on the Leased Premises. Additionally, Lessee, without limiting the generality hereof, shall:

- 5.2.1 Keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
 - 5.2.2 Provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.
 - 5.2.3 Repair any damage caused by the Lessee to paving, soils, water or other surfaces of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
 - 5.2.4 Take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.
 - 5.2.5 Be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines and sanitary and storm sewers.
 - 5.2.6 Provide all necessary utilities to the leased premises at Lessee's sole expense.
- 5.3 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from the Lessor to do any maintenance or repair work required to be done under the provisions of this agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by the Lessee involves preventive maintenance only; (c) or to diligently continue to complete any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, the Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the premises, Lessee, after providing 24 hours notice without such entering causing or of such entry to constituting a cancellation of this Agreement or an interference with the possession of the Leased Premises, and repair, replace, rebuild or paint all or any part of

the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to the Lessor by Lessee on demand. Provided, however, if in the reasonable opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public or the employees or property of the Lessor or other tenants at the Airport, and the Lessor so states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Lessor the cost and expense of such performance on demand. Furthermore, should the Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom except for claims for damages arising from the Lessor's sole negligence or willful misconduct. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Agreement, and shall not impose or be construed to impose upon the Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 5.4 Plans and specifications for all major repairs, constructions, alterations, modifications, additions or replacements undertaken by the Lessee shall be submitted to and receive the written approval of the Airport Authority, and no such work shall be commenced until such written approvals are obtained from the Airport Authority, which approval shall not be unreasonably withheld or delayed. The Airport Authority shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed major repairs, constructions, alterations, modifications, additions, or replacements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefore.
- 5.5 If Lessee makes any major repairs, constructions, alterations, modifications, additions or replacements without Lessor approval, then, upon notice to do so, Lessee shall remove the same or at the option of Lessor cause the same to be changed to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Lessor may effect the removal or change and Lessee shall pay the cost thereof to the Lessor. Lessee expressly agrees in

the making of all major repairs, constructions, alterations, modifications, additions or replacements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give or grant any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such major repairs, constructions, alterations, modifications, additions or replacements.

5.6 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

5.6.1 Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that it has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises operated by the Lessee. Lessee acknowledges that the storm water discharge permit issued to the Lessor may name the Lessee as co-permittee.

5.6.2 Notwithstanding any other provisions or terms of this Lease, including the Lessee's right to quiet enjoyment, Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to

"significant materials" generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

- 5.6.3 Lessee acknowledges that the Airport's storm water discharge permit is incorporated by reference into this Lease and any subsequent renewals.
- 5.7 Permit Compliance. Lessor will provide Lessee with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: Certification of non-storm water pollution prevention of similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days of receipt of such written notice shall notify Lessor in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Lessor with timely written notice that disputes such storm water discharge permit requirements, Lessor and Lessee agree to negotiate a prompt resolutions of their differences. Lessee warrants that it will not object to written notice from the Lessor for purposes of delay or avoiding compliance.
- 5.7.1 Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Lessor and Lessee, those storm water discharge permit requirements for which it has received written notice from the Lessor. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Lessor and Lessee. Lessee acknowledges that time is of the essence.
- 5.7.2 Lessor agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
- 5.7.3 Lessee agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Lessor as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.
- 5.7.4 Lessor will give Lessee written notice of any breach by Lessee of the Airport's

storm water discharge permit or the provisions of this section. Such a breach is material, and if of a continuing nature, Airport may seek to terminate this Lease pursuant to Section 19, Termination by Lessor. Lessee agrees to cure promptly any breach.

- 5.7.5 Lessee agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.
- 5.8 The Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the leased premises by the activities of the Lessee. Notwithstanding any other provision of the Lease, the Lessee shall not treat or dispose of hazardous wastes on the Lessor's premises. The Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the leased premises of hazardous substances, extremely hazardous substance, or hazardous wastes, shall provide all notices to appropriate authorities and to Lessor of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes, and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. The Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations. The Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by the Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil or other petroleum based substance.
- 5.9 Indemnification. Notwithstanding any other provisions of this Lease, Lessee agrees to indemnify and hold harmless the Lessor and other tenants for any and all claims, demands, costs, (including attorneys fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, applicable regulations, or permits, unless the result of Lessor's sole negligence. This indemnification shall survive any termination or non-renewal of this Lease.

SECTION 6

TITLE TO IMPROVEMENTS AND REPAIRS

- 6.1 Improvements erected or constructed upon the Leased Premises by the Lessee shall remain the property of the Lessee for as long as this lease shall remain in effect, but such improvements shall become the property of the Lessor upon expiration or termination of this lease, free and clear of all claims on the part of the Lessee on account of any repair or improvement work done under the terms hereof by Lessee. The vesting of title in the Lessor at the time specified is a part of the consideration for this lease. The Lessor shall not be liable to Lessee or Lessee's contractors or sub-Lessees for the value of any improvements constructed or located on the Leased Premises.

SECTION 7

ADDITIONAL OBLIGATIONS OF LESSEE

- 7.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 7.2 Further, Lessee shall take all reasonable measures:
- 7.2.1 Not to produce on the Airport any disturbance that interferes with the operation by the Lessor or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.
- 7.3 Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees and, upon objection from Lessor concerning the conduct, or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 7.4 Lessee shall comply with all environmental, health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Airport hereunder. Lessee agrees to allow Lessor access to premises and records to investigate compliance with all applicable laws if there is reason to suspect negligence or willful non-compliance.

- 7.5 Lessee shall comply with all written instructions of the Lessor and applicable Federal, state, and local laws, ordinances, and regulations in disposing of trash, garbage and other refuse; the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of Lessor. All disposal of trash, garbage, refuse and wastes shall be at the expense of the Lessee.
- 7.6 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.
- 7.7 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 7.8 Lessee shall take measures to insure security in compliance with Federal Aviation Regulations and the Airport Security Plan.
- 7.9 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises:
- 7.9.1 Which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 7.10 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. The term "working supply" as used in this Section 7.10 shall mean the amount consumed by Lessee during any normal workday. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- 7.11 Except for services permitted under Section 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to the Lessor of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from the Lessor.
- 7.12 It is the intent of the parties hereto that noise, including but not limited to, noise caused by aircraft engine operation shall be held to a minimum. To this end the Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of the

Lessee, but in no event less than those devices or procedures that are required by Federal, State or local law. In addition, Lessee shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.

- 7.13 In connection with the conduct of Lessee's business, the Lessee shall maintain in accordance with generally accepted accounting principles, consistently applied, during the term hereof, Lessee's records and books of account, recording all transactions at, through or in anyway connected with the Airport which records and books of account shall be kept at all times at the Lessee's place of business at the Airport.
- 7.14 Lessee shall permit in ordinary business hours during the term hereof and for one year thereafter the examination and audit by the employees or representatives of the Lessor of such records and books of account.

SECTION 8

INGRESS AND EGRESS

- 8.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- 8.2 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to the Lessee. The Lessee hereby releases and discharges the Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises

remains available to the Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of police power. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

- 8.3 Lessee shall not do or permit anything to be done which could or will interfere with the free access and passage of the United States of America, its officers, employees, agents, representatives and contractors to the Premises leased to the United States and shown on Exhibit B.
- 8.4 Lessee acknowledges that the Leased Premises contains a public access gate through which the general public accesses the north side of the Airport. Lessee expressly agrees that it shall not do or permit anything to be done which could or will interfere with the free access and passage of the general public through the public access gate.

SECTION 9

INSURANCE, DAMAGE OR DESTRUCTION

- 9.1 To safeguard the interest of the Lessor, the Lessee at its sole cost and expense shall procure and maintain throughout the term of this lease insurance protection for “all risk” coverage on the structure and improvements of which the Leased Premises is a part, to the extent of one hundred percent (100%) of the actual replacement cost thereof, in insurance companies licensed to do business in the State of Georgia. If said insurance company becomes financially incapable of performing under the terms of said policy, the Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy as previously provided.
- 9.1.1 The above stated property insurance shall name the Lessor as Additional Insured, provide thirty (30) days notice of cancellation or material change, by registered mail, to the Office of the Director, Aviation Division, DOT, and have a deductible amount not to exceed one thousand dollars (\$1,000.00) per occurrence.
- 9.1.2 The Lessee shall provide a copy of the above stated property insurance policy to the Office of the Director, Aviation division, DOT, at least seven (7) days prior to the inception of the Lease Agreement. Upon the failure of the Lessee to maintain

such insurance as above provided, the Lessor, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder or may declare a default hereunder pursuant to Section 19 herein.

- 9.2 In the event any improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction caused by Lessee as set forth in 9.6 hereof) to the extent they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair, rebuild, or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement.
- 9.3 In the event of damage or destruction to any of the improvements upon the Leased Premises, the Lessor shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Upon the failure of Lessee to repair or rebuild the Lessor may, as agent of the Lessee, repair or rebuild such damage or destruction at the expense of Lessee which expense shall be due and payable on demand.
- 9.4 Upon completion of all the work, the Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by the Lessee and said costs are fair and reasonable and said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient the Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release the Lessee from any of its repair, maintenance or rebuilding obligations under this lease.
- 9.5 Lessee shall, at its expense, repair and replace any and all fixtures, equipment and other personal property necessary to properly and adequately continue its airport business on the airport, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. During such period of repair or reconstruction, the rentals provided for elsewhere herein shall be proportionately abated during the period from the date of such damage, destruction or loss until the same is repaired, replaced, restored or rebuilt, provided, Lessee does not use said damaged

Leased Premises or the location thereof for any purposes other than the repair or rebuilding of same. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. Lessee agrees that such work will be promptly commenced and prosecuted to completion with due diligence, subject to delays beyond Lessee's control.

- 9.6 In the event the improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any act or omission of the Lessee or its employees, this Lease Agreement shall continue in full force and effect, notwithstanding the provisions of Sections 9.2, 9.3, 9.4 and 9.5 hereof, and the Lessee shall repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.

SECTION 10

LIABILITIES AND INDEMNITIES

- 10.1 Lessor shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sublessees or tenants, or their guest or invitees.
- 10.2 Lessee agrees to indemnify, save and hold harmless, the Lessor (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Lessor personnel and Lessor property, directly or indirectly arising from or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants, unless caused directly or indirectly by the sole negligence or willful misconduct of Lessor. Provided, however, that upon the filing with the Lessor by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the Lessor

harmless, the Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of the Lessor, using counsel chosen by Lessee. It is specifically agreed, however, that the Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.

10.3 In addition to Lessee's undertaking, as stated in this Section, and as a means of further protecting the Lessor, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability and Automotive Liability Insurance coverage as set forth in Exhibit C attached hereto and made a part hereof. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.

10.3.1 The Lessor reserves the right to increase the minimum liability insurance set forth in Exhibit C when in the Lessor's reasonable opinion the risks attendant to Lessee's operations hereunder have increased.

10.4 The Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in anyway connected with this Agreement. The Lessee agrees to save and hold the Lessor, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Lessee under or in anyway connected with this Agreement.

10.5 The Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. The Lessee shall indemnify and safe harmless the Lessor of and from any claim for commission or brokerage made by any

such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

SECTION 11

RULES AND REGULATIONS

- 11.1 From time to time Lessor may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport. Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. Lessor reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations or laws. Lessee hereby acknowledges receipt of a current copy of such Lessor rules and regulations. The rules and regulations shall be enforced in a uniform and non-discriminatory manner.

SECTION 12

SIGNS

- 12.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the reasonable written approval of the Lessor. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of the Lessor, provided however, nothing herein shall excuse Lessee from complying with other governmental requirements as set forth in Section 16.

SECTION 13

ASSIGNMENT AND SUBLEASE

- 13.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the Lessor, which consent shall not be unreasonably withheld or denied.

- 13.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the Lessor, shall entitle the Lessor at its option to forthwith cancel this Agreement.
- 13.3 Any assignment of this Agreement shall be on that the assignee accepts and agrees to all conditions and provisions of this Agreement, accept and discharge all of the covenants and Lessee hereunder, including but not limited to the condition of the terms, and agrees to obligations of the payment of all sums due and to become due by Lessee under the terms hereof.
- 13.4 Notwithstanding anything contained in this Section 13 to the contrary, Lessee may, sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation for use that is compatible with Lessee's authorized use without the prior written consent of Lessor, but in no event shall the Lessee sublet all or any portion of the Leased Premises to a fixed base operator, or for any commercial use without the prior written consent of the Lessor.
- 13.5 No consent by the Lessor to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to the Lessor set forth or arising from this lease and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.
- 13.6 If the Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section, or if the Leased Premises are occupied by anyone other than the Lessee, Lessor may collect from any assignee, sublessee or anyone who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by Lessor of the agreements contained in this Section nor of acceptance by Lessor of any assignee, claimant or occupant, nor as a release of the Lessee by Lessor from the further performance by the Lessee of the agreements contained herein.

SECTION 14
CONDEMNATION

- 14.1 In the event that the Leased Premises or any material part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this lease, rentals for that portion of the Leased Premises so taken shall be abated from the date that such portion of the Leased Premises is taken provided, however, if, in the Lessee's judgment, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date of taking of the condemned portion (or effective as of any date thereafter and within ninety (90) days of the date of such dispossession) by giving Lessor thirty (30) days written notice of such termination.

SECTION 15
NON-DISCRIMINATION

- 15.1 The Lessee, for it, its heirs, personal 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 in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 15.2 The Lessee, for itself, its personal 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 grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no

person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- 15.3 In this connection, the Lessor reserves the right to take whatever action it might be entitled by law to take in order to enforce this provision. This provision is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by Lessor to cease and desist, will constitute a material breach of this Agreement and will entitle the Lessor, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.
- 15.4 The Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than the Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a provision granting the Lessor, a right to take such action as the United States may direct to enforce such covenant.
- 15.5 The Lessee shall indemnify and hold harmless Lessor from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse Lessor for any loss or expense incurred by reason of such noncompliance.

SECTION 16

GOVERNMENTAL REQUIREMENTS

- 16.1 The Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Lessee's operations at the Leased Premises which may be necessary for the Lessee's operations thereat.
- 16.2 The Lessee shall pay all taxes, license, certification, permit and examination fees and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises

or operation hereunder, and shall make all applications, reports and returns required in connection therewith.

SECTION 17

RIGHTS OF ENTRY RESERVED

- 17.1 The Lessor, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times after providing Lessee with 24 hours notice, to enter upon the Leased Premises for any and all purposes, provided, such action by the Lessor, its officers, employees, agents, representatives and contractors does not unreasonably interfere with the Lessee's use, occupancy, or security requirements of the Leased Premises.
- 17.2 Without limiting the generality of the foregoing, the Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than the Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of the Lessor, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, the Lessor shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by the Lessee. In the event that such access, repair, alteration or construction does unreasonably interfere with Lessee's use and occupancy of the Leased Premises for a period of ten (10) consecutive days or more, Lessee may terminate this Lease by written notice to Lessor and all obligations of Lessee hereunder shall cease, unless specifically provided to the contrary herein. It is specifically understood and agreed that the reservation of the aforesaid right by the Lessor shall not impose or be construed to impose upon the Lessor any obligation to repair, replace or alter any utility service lines

now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.

- 17.3 In the event that any personal property of Lessee shall obstruct the access of the Lessor, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the Lessor or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Lessor or said utility company to do so, the Lessor or the utility company may move it, and the Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the Lessor's sole negligence or willful misconduct.
- 17.4 At any reasonable time, and from time to time during the ordinary business hours, the Lessor, by its officers, agents and employees, whether or not accompanied by a prospective lessee, occupier or user of the Leased Premises, shall have the right after providing 24 hours notice to Lessee, to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.
- 17.5 Reasonable exercise of any or all of the foregoing rights, by the Lessor, or others under right of the Lessor, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise, except as specifically provided to the contrary herein.
- 17.6 Lessee expressly acknowledges that the United States of America by and through the Federal Aviation Administration, its officers, employees, agents, representatives and contractors shall have the right to enter upon the Leased Premises to access its leasehold area, shown on Exhibit B for any and all purposes.

SECTION 18

ADDITIONAL RENTS AND CHARGES

- 18.1 Except as provided in Section 5.3 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from Lessor to perform or commence to perform any

obligation required herein to be performed by Lessee, Lessor may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the reasonable cost and expense thereof, and Lessee agrees to pay to the Lessor upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of the Lessor, or other tenants of the Airport, and Lessor so states in its notice to Lessee, the Lessor may perform such obligation of Lessee at any time after the giving of such notice, and charge to the Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

- 18.2 If the Lessor elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill anyone or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the Lessor as the result of such failure, neglect or refusal of Lessee, including interest, not to exceed the greater of fifteen percent (15%) per annum or the rate which is four percent (4%) per annum above the prime rate as published by the Wall Street Journal, together with all costs, damages and penal ties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

SECTION 19

TERMINATION BY LESSOR

- 19.1 In the event of a default on the part of Lessee in the payment of rents, or any other reasonable charges required by this Agreement to be paid to the Lessor, the Lessor shall give written notice to Lessee of such default, and demand the cancellation of this Agreement, or the correction thereof. If, within fifteen (15) days after the date Lessor

gives such notice, Lessee has not corrected said default, and paid the delinquent amount in full, this Agreement and all rights and privileges granted hereby in and to the Leased Premises shall terminate.

19.2 This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:

19.2.1 The filing of Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or,

19.2.2 Any institution of proceedings in bankruptcy against Lessee; provided, however, that the Lessee may defeat such termination if the petition is dismissed within thirty (30) days after the institution thereof; or,

19.2.3 The filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; or

19.2.4 The filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors; or,

19.2.5 The abandonment by Lessee of the conduct of its authorized use at the Airport, and in this connection suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by the Lessor.

19.3 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of thirty (30) days after receipt from the Lessor of written notice to remedy the same or to commence to cure such default and diligently pursue such cure to completion, (except as otherwise provided in Section 5.3 (b) above)) and, except default in the timely payment of any money due the Lessor, the Lessor shall have the right to cancel this Agreement for such cause.

19.4 Upon the default of Lessee, and the giving of notice by the Lessor to cancel this Agreement as provided for elsewhere herein, said notice of cancellation shall be final; provided however, that should the Lessor determine that Lessee is diligently remedying

such default to completion, and so advises Lessee in writing, said notice of cancellation shall be held in abeyance. If, however, the Lessor determines in its reasonable discretion that such default is no longer being diligently remedied to conclusion, the Lessor shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of the Lessor in this regard shall in all events be conclusive and binding upon Lessee.

- 19.5 Upon the cancellation or termination of this Agreement for any reason, all rights of the Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and the Lessor shall have immediate right of possession to the Leased Premises.
- 19.6 Failure by the Lessor to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rentals by the Lessor under the terms hereof, for any period or periods after a default by Lessee of any the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of the Lessor to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

SECTION 20

TERMINATION BY LESSEE

- 20.1 In addition to any other right of cancellation or termination herein given to Lessee, or any other rights to which it may be entitled to by law, equity or otherwise, as long as Lessee is not in default in payment to Lessor of any amounts due Lessor hereunder this

Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Lessor written notice upon or after the happening of the following events:

- 20.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part thereof necessary to Lessee's use on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or
- 20.1.2 The assumption by the United States Government, or any authorized agency use of the Airport part thereof, in thereof, of the operation, control or and its facilities, or any substantial such a manner as substantially to restrict Lessee from use of the Leased Premises for a continuous period of at least ninety (90) days.

SECTION 21

SURRENDER AND RIGHT OR RE-ENTRY

- 21.1 Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceable to surrender up the Leased Premises to the Lessor in the same condition as they are at the time of the commencement of the term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by the Lessor. Upon such cancellation or termination, the Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to the Lessor current lease rentals), or during the term of this Agreement, if Lessee is not in default in rentals or any other

charges or obligations due the Lessor, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

SECTION 22

SERVICES TO LESSEE

- 22.1 Lessor covenants and agrees that during the term of this Agreement it will operate the Airport as such for the use and benefit of the public and Lessee provided, however, that the Lessor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The Lessor further agrees to use its best efforts to maintain the runways and taxiways in good repair. Lessor agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. Lessor also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with Lessor Ordinances governing same.
- 22.2 Lessee will contract with and obtain all required permits from the appropriate Lessor Departments for any utility services provided by Lessor, paying any required connection fees including those to be paid by owners and all such services will be provided at rates and on terms and conditions established by the Lessor.
- 22.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.

SECTION 23

SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

- 23.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Section 19 hereof, all the obligations of the Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of

possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to Lessor to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Lessor may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

23.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of the Lessee's rental obligations shall be the sum of the following:

23.2.1 The amount of the total of all unpaid installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;

23.2.2 An amount equal to all expenses incurred by Lessor in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees;

23.2.3 An amount equal to any deficiency for the remaining term of the Lease, computed in accordance with the provisions of Section 23.1.

SECTION 24

USE SUBSEQUENT TO CANCELLATION OR TERMINATION

24.1 The Lessor, upon termination or cancellation pursuant to Section 19 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the terms and conditions the same as or different from those set forth in this Agreement.

- 24.2 Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession I have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 24.3 In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term or use and occupancy as the same is originally stated in this agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to mitigate damages to Lessee under this section.

SECTION 25

LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 25.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

SECTION 26

NOTICES

- 26.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is received by

the United States Mail or if undelivered, the date of postmark, sufficient postage prepaid, registered or certified mail, return receipt requested or hand delivered, addressed to the recipient at the address set forth below:

To Lessor: Airport Manager
Gwinnett County Airport Briscoe Field
P. O. Box 1446
Lawrenceville, GA 30046-1446
and

To Lessee: _____

26.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

SECTION 27
HOLDING OVER

27.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this lease for any further term whatsoever; but Lessee will by such holding over become the tenant at will of Lessor. After written notice by Lessor to vacate such premises continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

27.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of personal property and fixtures without the written consent of the Lessor shall make the Lessee liable to the Lessor for damages equal to 125% the rentals provided for herein and which were in effect at the termination of the lease.

27.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

SECTION 28
INVALID PROVISIONS

28.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

SECTION 29
MISCELLANEOUS PROVISIONS

Remedies to be Nonexclusive.

29.1 All remedies provided in this Agreement shall be deemed cumulative and- additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the Lessor, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver of Rights.

29.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

29.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control provided, however, that this section shall not excuse Lessee from paying the rentals herein specified.

Non-liability of Individuals.

29.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

29.5 The Lessor covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively, except as provided in Section 8, to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

29.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

29.7 This Agreement shall be performable and enforceable in Lawrenceville, Georgia, and shall be construed in accordance with the laws of the State of Georgia.

29.8 This Agreement is made for the sole and exclusive benefit of the Lessor and Lessee, their successors and assigns, and is not made for the benefit of any third party.

29.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

29.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

29.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

29.12 Nothing herein contained shall create or be construed to creating a co-partnership between the Lessor and the Lessee or to constitute the Lessee an agent of the Lessor. The Lessor and the Lessee each expressly disclaim the existence of such a relationship between them.

SECTION 30SUBORDINATION CLAUSES

30.1 This Agreement is subject and subordinate to the following:

30.1.1 Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance

by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.

- 30.1.2 Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 30.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.
- 30.1.4 During the time of war or national emergency, Lessor shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rentals shall be determined by the Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.
- 30.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to the lessee any rights whatsoever in the airspace above the Leased Premises other than those rights where subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

SECTION 31

ENTIRE AGREEMENT

- 31.1 The Agreement consists of Sections 1 to 31, inclusive, and Exhibit A, Exhibit B, and Exhibit C.
- 31.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the

Lessor and the Lessee. The parties agree that no representations or warranties shall be binding upon the Lessor or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

GWINNETT COUNTY, GEORGIA

By: _____
Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

ATTEST:

Signature

Print Name
County Clerk/ Deputy County Clerk
Board of Commissioners

LESSEE: _____

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name
Corporate Secretary
(Seal)

APPROVED AS TO FORM:

Signature
Gwinnett County Staff Attorney

LEGAL DESCRIPTION

All that tract of land being in Gwinnett County, Georgia: being in land lot 208, of the 5th district, and being part of the Gwinnett County Airport property. This land being more particularly described as follows.

Beginning at a Gwinnett County monument located in the median of Hwy. 316 near Hurricane Shoals Rd. Monument being stamped GC848 and having Georgia State Plane coordinates of North 1448781.39940, East 2356626.64680. From this point proceeding on a bearing of South 66 degrees, 06 minutes, 12 seconds East for a distance of 733.89 feet to a point, said point being known as the True Point of Beginning.

Thence North 80 degrees, 53 minutes, 46 degrees East for a distance of 11.61 feet to a point

Thence North 76 degrees, 53 minutes, 30 seconds East for a distance of 130.31 feet to a point, point being on fence line next to aircraft parking area

Thence following fence line for a bearing of South 18 degrees, 40 minutes, 52 seconds East, for a distance of 276.15 feet to a point being at a fence corner

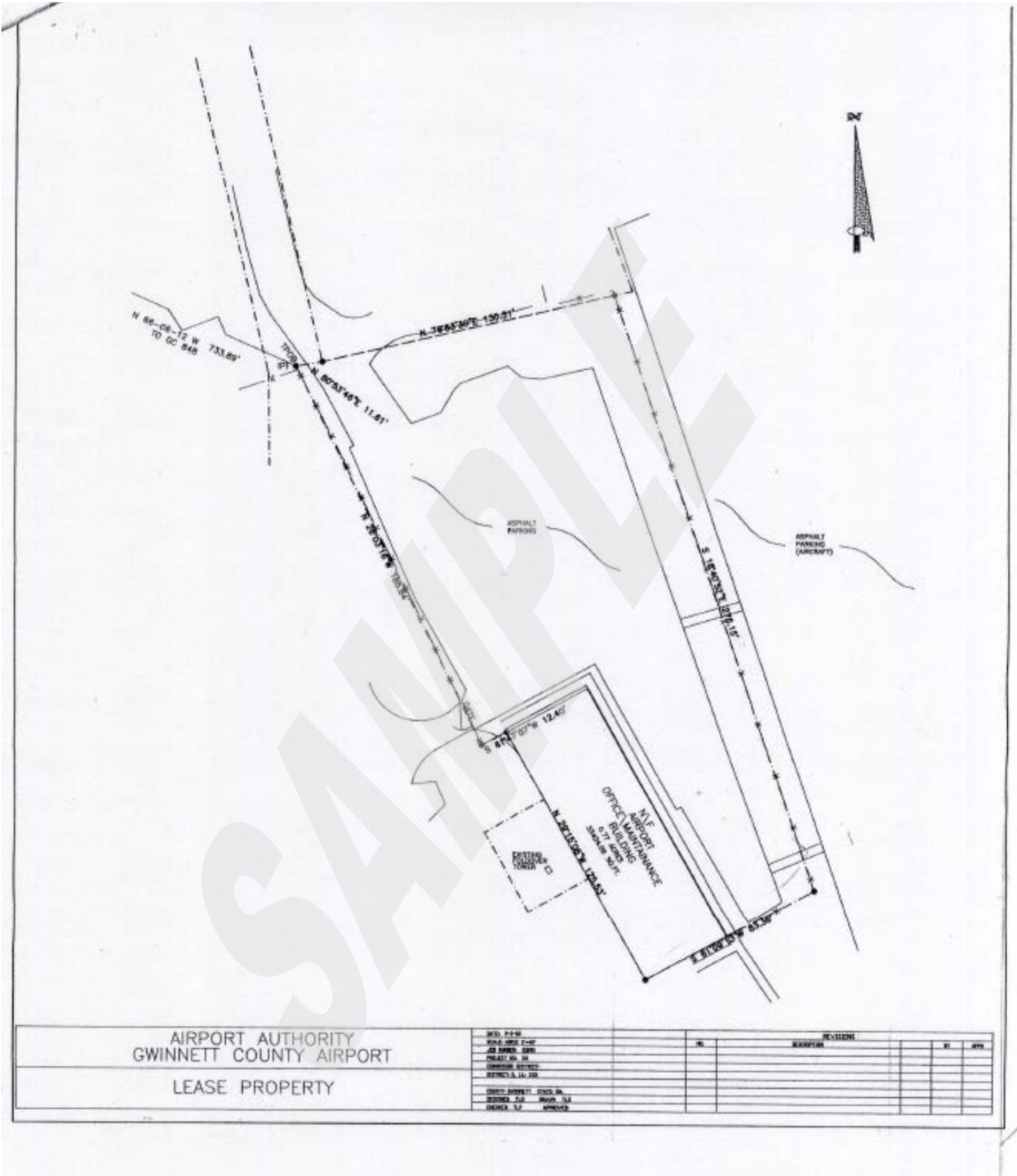
Thence South 61 degrees, 09 minutes, 13 seconds West, for distance of 83.36 feet to a point, this point being the back corner of building

Thence proceeding along back side of building for a bearing of North 29 degrees, 15 minutes, 08 seconds West, for a distance of 125.53 feet to a point, this point also being located on back corner of building

Thence South 61 degrees, 47 minutes, 07 seconds West for a distance of 12.40 feet to a point

Thence North 26 degrees, 03 minutes, 18 seconds West, for a distance of 185.64 feet to a point, said point also being known as the True Point of Beginning.

Property as described contains 0.77 acres (33424.09 sq. ft.) of land more or less, and is shown on a plat prepared by Gwinnett County D.O.T. for the Gwinnett County Airport Authority and is dated 9/03/03.



AIRPORT AUTHORITY
GWINNETT COUNTY AIRPORT
LEASE PROPERTY

NO.	REVISION	BY	DATE

SCALE: 1"=40'
 DATE: 08/11/09
 DRAWN BY: JLD
 CHECKED BY: JLD
 DESIGNED BY: JLD
 PROJECT NO.: 09-001
 SHEET NO.: 11 OF 11

EXHIBIT C INSURANCE REQUIREMENTS

Section A

All lessees/businesses leasing land from the airport must have the following insurance coverage, no matter what type of business they provide or are involved in.

1. Statutory Workers' Compensation Insurance:
 - (a) Employers Liability:
Bodily Injury by Accident - \$100,000 Each Accident
Bodily Injury by Disease - \$500,000 Policy Limit
Bodily Injury by Disease - \$100,000 Each Employee
2. Auto Liability Insurance
 - (a) Not less than \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
 - (b) Comprehensive Form Covering all Owned, Non-Owned, Leased, Hired, and Borrowed Vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
 - (e) No exclusions for Airport Exposures

If your business does not own any automobiles, you still need to carry non-owned and hired insurance.

3. **Property Insurance:** The lessee/business shall procure and maintain Property Insurance which provides "All Risk" coverage including earthquake and flood, collapse, transit coverage, boiler and machinery including operational testing and startup, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, resultant damage from faulty workmanship or materials or errors in design. The policy shall include no exclusion for foundations or underground pipes, tanks, or machinery. The limit of insurance will be for the amount necessary to cover 100% of building and contents on a replacement cost basis. Business Interruption should be carried at the limit determined by the Business Interruption Worksheet. Business Interruption insurance is not required if lessee is utilizing facility for non-business uses.

Section B

Any Lessee/Business that would be considered non-aviation would need to carry the following insurance in addition to Section A. Examples of non-aviation lessees/businesses are restaurant, manufacturers which do not manufacture anything for the aviation industry, contractors, automobile repair shop, life insurance office, etc.

4. Comprehensive General Liability Insurance:
 - (a) Not Less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
 - (b) Not Less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage for Products and Completed Operations Liability.
 - (c) Not Less than \$1,000,000 Combined Single Limit Liquor Liability for any Lessee Selling Alcoholic Beverages.
 - (d) The Following Additional Coverages Must Apply:
* Additional Insured Endorsement
* Contractual Liability

- * Broad Form Property Damage
- * Severability of Interest
- * Personal Injury
- * Incidental Medical Malpractice
- * Hostile Fire Pollution Wording

5. Umbrella Liability Insurance - Minimum \$1,000,000 Limit of Liability
(Higher limit may be required depending on the extent of contract)
- (a) The Following Additional Coverages Must Apply
- * Additional Insured Endorsement
 - * Concurrency of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy Must Be as Broad as the Primary Policy

Section C

Any Lessee/Business that would be considered aviation would need to carry the following insurance in addition to Section A. Examples of aviation leases/businesses are FBOs, air charter services, aircraft or aircraft parts manufacturers, hangar operations, aircraft fueling services, etc.

6. Airport Liability Insurance:
- (a) Not Less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.
- (b) Not Less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage for Products and Completed Operations Liability.
- (c) The Following Additional Coverages Must Apply:
- * Additional Insured Endorsement
 - * Contractual Liability
 - * Severability of Interest
 - * Personal Injury
7. Environmental Impairment Liability (Pollution Liability):
- (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage for anyone having stationary fuel tanks, portable fuel tanks, waste oil tanks and drums of chemicals.
8. Aircraft Liability:
- (a) Not less than \$1,000,000 Combined Single Limits Bodily Injury and Property Damage, Limited to \$100,000 per Seat Passenger legal Liability if the Business owns any aircraft.
9. Hangarkeepers' Legal Liability
- (a) Not less than a per-aircraft limit equal to the maximum value of any aircraft and a maximum limit of the total value of all aircraft while in the care, custody or control of the operator if the business stores or works on any aircraft other than its own.

Section D

This section applies to all lessees/businesses.

10. Gwinnett County Board of Commissioners and the Airport Authority should be shown as an additional insured on Aircraft Liability, Airport Liability, Environmental Impairment Liability (Pollution Liability), Hangarkeepers' Liability, and Automobile Liability policies that are required as above.
11. The cancellation provision should provide 30 days notice of cancellation.
12. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046-6900

and

Gwinnett County Airport Authority
600 Briscoe Boulevard
Lawrenceville, GA 30046
13. Insurance Company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-6 or higher.
14. Insurance Company shall be licensed to do business by the Georgia Department of Insurance.
15. Certificates of Insurance, and any subsequent renewals, must reference specific lease.
16. The Lessee/Business shall agree to provide complete certified copies of current insurance policy(ies) if requested by the County or Airport Authority to verify their compliance with these minimum insurance requirements.
17. All minimum insurance coverages required to be provided by the Lessee/Business will be primary over any insurance program carried by the County.
18. No Lessee/Business shall commence any work of any kind, or participate on Airport property, until all minimum insurance requirements contained in this lease have been complied with.
19. The Lessee/Business shall agree to waive all rights of subrogation against the Airport Authority, Gwinnett County, the Board of Commissioners, its officers, officials, employees, or volunteers from losses arising from the issue of this Lease.
20. The Lessee shall make available to the County, through its records or records of their insurer, information regarding a specific claim. Any loss run information available from the Lessee or their insurer will be made available to the Airport Authority or County upon request.
21. Compliance by the Lessee with the foregoing requirements as to carrying minimum insurance shall not relieve the Lessee of their liability provisions of the Lease.
22. The Lessee is to comply with the FAA, EPA, OSHA and any other laws that may apply to this Lease.
23. The Lessee shall, at a minimum, apply risk management practices accepted by the Lessee's industry.

24. The Airport Authority reserves the right to amend the minimum standards for insurance at any time, based on the increase in legal liability exposures and the availability of insurance coverages and limits.

SAMPLE

Architecture and Building Design Standards for Development on Gwinnett County Airport – Briscoe Field

These architecture and building design standards shall be applied to airport construction or improvement on or within Gwinnett County Airport – Briscoe Field boundaries. These design standards are used by the Gwinnett County Airport Authority's Lease Committee as its basis for beginning the approval process for any construction on the Airport. All construction must meet current adopted Building Codes, Gwinnett County (County) and/or City of Lawrenceville (City) Ordinances, and National Fire Prevention Association (NFPA) requirements. In cases of conflict between these standards and County/City codes or regulations, the more stringent provisions shall apply unless specifically addressed within the terms of any written agreement with the County and/or City.

Hangar/Building:

1. A primary building is an aircraft hangar with use as addressed in the lease.
2. Stand-alone non hangar buildings are not permitted within the airport perimeter fence unless for aeronautical use and approved by County.
3. Outbuildings may be permitted as an ancillary to the primary building. An outbuilding must be attached or in near proximity to the primary building. Such outbuildings must be directly related to the operation of the primary building and will be limited to office(s), storage area, or related work area.
4. The portion of the building adjacent to the public roadway shall be the front of the building.
5. Minimum bulk hangar size is 50 x 50 feet (2,500 square feet). Minimum T-hangar construction is 5 units per side (minimum of 10 units per building).
6. Any hangar must have a concrete floor; any building must have finished flooring.
7. Any hangar constructed shall meet all State and Gwinnett County Storm Water rules, regulations, ordinances and laws, and the lessee shall have sole responsibility to maintain any required detention ponds, oil water separators, etc.
8. Hangars/buildings shall meet all appropriate fire codes for the proposed use of building.
9. No residential occupancy is permitted.
10. Maximum building height shall be dictated by the airport's imaginary surfaces, but shall never exceed 45 feet. New construction will require a Federal Aviation Administration (FAA) Form 7460 be submitted to FAA for review. Submittal of the approved Form 7460 to the Airport Manager's office is required prior to beginning construction on the airport.
11. Since roofs are highly visible from aircraft using the Airport, roofs shall be attractively designed and constructed. Signs, lettering, designs, or other graphics shall not be placed, painted or otherwise located on roofs.
12. Roof materials shall be non-reflective, not create glare, and be of a neutral color that is complimentary to the required building color palette as discussed below.

Hangar/Building Characteristics:

1. At least one bathroom with at least one toilet is required for any stand-alone hangar/outbuilding development whether for personal or commercial use. The bathroom shall be Americans with Disabilities Act (ADA) compliant as required by local/state building code.
2. Hangar/building materials shall be a metal building. The front of the building, as defined above, shall have an entrance way and/or office space constructed with brick, stucco, concrete block, or related material as approved by the Airport Authority's Lease Committee. Examples of entrance way/office space construction are shown on the following pages.
3. Hangar/building materials that produce glare or other effects that are hazardous to aircraft operation shall not be permitted.
4. Hangar/building colors on the South side of the airport (adjacent to the CSX Railroad lines) shall be earth tones using browns, tans, and off-whites. Hangar/building colors on the North side of the airport (adjacent to SR. 316) shall be sky tones using blues, greys, and whites. Final color palette shall be approved by the Airport Authority's Lease Committee prior to beginning construction.
5. The location of outside storage areas and materials used for screening shall be a part of the site plan submitted by lessee. All materials used for screening shall be opaque and the same as or similar to the main or primary building or by installation of berms and landscaping acceptable to the airport, County, and/or City.
6. All buildings shall be required to obtain electrical utility service from the appropriate utility provider. All electrical wiring shall be in conduit and placed underground from the electrical power source to the hangar/building.
7. Any above ground fuel tanks shall provide for secondary containment of not less than 115% of the maximum storage capacity of all fuel tanks present. Above ground fuel tanks shall also be located inside the airport perimeter fence, or individually fenced to prevent unauthorized access.
8. All mechanical equipment shall be housed within the building when possible. When roof mounted equipment is required, it must be concealed by parapet walls sufficient to screen the equipment but no more than 42". Such parapet does not count against building height restriction, but shall be subject to compliance with the airport's imaginary surfaces. Plumbing vents are the only non-screened roof penetrations allowed.
9. Any exterior equipment shall be enclosed or screened so as to be an integral part of the architectural design and not in public view. Large pieces of equipment shall be located at ground level.
10. Any hangar or building abutting or a part of the Airport Operation Area (AOA) is also considered part of the security fence system. Such hangar or building shall provide the only entrance through the security fencing unless approved by the airport. In addition, lessee shall provide a chain link fence without gates separating the airside and the landside with not less than 6 feet chain link and three strands of barbed wire between buildings to the property line to establish a security perimeter. If landscaping screening is provided, it shall be located on the landside and no closer than 6 feet from the fence and maintained in a manner to preclude overgrowth of the security fence.

11. The outside storage of hazardous materials or hazardous waste shall be prohibited.
12. Adequate lighting required for both airside and landside shall be uniform in style and shall be constructed so as to not inhibit the night vision of the Air Traffic Control Tower, pilots operating on the airport, pilots operating in the vicinity of the airport, or vehicles utilizing the public roadways.

Example 1 of front entrance way/office space constructed with brick



Example 2 of front entrance way/office space constructed with brick



Landscaping:

1. Landscaping within the Air Operations Area for non-building and non-pavement areas shall have as a minimum natural ground covering and is limited to grass or very low lying vegetation for unpaved areas. For safety reasons no trees or shrubbery shall be permitted within the air operations area (within the airport security or perimeter fence.)
2. At least 20% of the total gross land area of a development site shall be landscaped and can include grass or ground cover for the calculation. The landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees with priority given to specimen trees (if any exist). Such landscaping should not be on the airfield side of any hangar or building construction that is not accessible by the public.
3. Landscaping shall not block sight distance or pose a traffic hazard.

Parking:

1. Parking shall not be established or designated within the Air Operations Area.
2. All parking must be identified in site plan.

Aprons/Pavement:

1. Taxi lanes shall be designed to comply with all design standards set forth in FAA Advisory Circular AC 150/5300-13A – Airport Design (or any other publication issued by the FAA to supersede AC 150/5300-13A). Gwinnett County Airport is an Airport Design Group (ADG) II airport. As such, standards used from AC 150/5300-13A shall meet the ADG II standards as a minimum (ADG III or ADG IV standards may be used at the tenant's discretion).
2. In addition to the hangar, an apron shall be designed so that any aircraft capable of being parked in the designed hangar can be pulled completely out of the hangar without encroaching on any adjacent taxiway(s) or taxilane(s) or blocking the ingress/egress of other aircraft.
3. Under no circumstances shall required apron/ramp areas encroach into the taxi lane or taxiway objective free area (TOFA) except for the entrance pavement.
4. Airside pavement shall have a compatible look and performance as to any airport taxi lanes/taxiways/apron to which it may abut. All leasehold pavements must be of sufficient quality and weight bearing capacity for the aircraft to be parked on the leasehold.
5. Landside pavement shall have a compatible look and performance as to any street/driveway pavement it shall abut.
10. All pavements shall be designed for a minimum 20 year life. Airside (pavements within the Airport Operating Areas) shall use FAA standards for the aircraft expected to be parked. Landside (pavements outside the Airport Operating Areas) shall meet equivalent axle load projections, or any other standard specified by the Gwinnett County Department of Transportation Director or his/her designee.
11. Any permitted airside access routes are to be a minimum of 12 feet wide.

**SIGNAGE GUIDELINES
AT GWINNETT COUNTY AIRPORT**

These guidelines are to promote the aesthetic and safety interests of the tenants and visitors of GWINNETT COUNTY AIRPORT.

PURPOSE AND INTENT.

It is hereby declared that the aesthetic and safety interests of GWINNETT COUNTY AIRPORT are reasonably promoted by the provisions of this article. Accordingly, it is the intent and purpose of this article to provide for the orderly and harmonious display of signs within the airport community; to aid in the identification of properties and enterprises for the convenience of the public; to avoid the erection of displays which produce deleterious and injurious effects to adjacent properties and to the natural beauty of the environment; to provide for the safety of the traveling public by limiting distractions, hazards, and obstructions; to minimize visual clutter and encourage a positive visual environment; and to promote the mental and physical health, safety, and welfare of the public.

I. DEFINITIONS. Certain words and terms used herein are defined and interpreted as follows:

Animated Sign. A sign with action, motion, rotation or changing colors or lighting to depict action or create a special effect or scene, excluding signs which indicate only time, temperature, or date or any combination thereof.

Awning Sign. A sign painted, stamped, perforated or stitched, or otherwise applied on the valance of an awning.

Banners. Any sign of lightweight fabric or similar material that is mounted to a structure or building, excluding national, state or municipal flags.

Billboard. A sign larger than 200 square feet in area.

Building Area. The area of the face of a building (height x width), not including the roof.

Business Sign. A sign which directs attention to a business or profession conducted, or to a commodity or service sold, offered, or manufactured, or to an entertainment offered on the premises where the sign is located.

Approved by Gwinnett County Airport Authority
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incidental to and customarily and commonly associated with any national, local or religious holiday or civic special event.

Illuminated Sign. A sign illuminated in any manner by an artificial light source.

Name Plate. A sign located on the premises, giving the name or address, or both, of the owner or occupant of a building or premises.

Marquee Sign. Any sign with removable or alterable words or letters, including any attachments or parts thereof.

Monument. A freestanding sign with a solid, decorative base and/or frame made of stone, brick, or stucco.

Off-Premises Sign. An off-premises sign, other than a real estate directional sign, which advertises or directs attention to businesses, products, services, or establishments not conducted on the premises on which the sign is located.

Portable Sign. Any sign which is not permanently attached to the ground or other permanent structure, including, but not limited to signs attached to vehicles, trailers, securely anchored into the ground or any sign which may be transported or is designed to be transported. Such signs include, but are not limited to, sidewalk, sandwich, trailer signs, curb type signs, banners, balloons or other commercial advertisement attached to vehicles. Vehicles must be parked on the premises of the building not less than 50 feet from the edge of pavement, and **must be used in the operation of the business.** Signs which are placed in the bed of a truck, or trunk of an automobile, or a banner attached to the vehicle regardless of the information contained thereon or method of attachment are included.

Private Sale or Event Sign. A temporary sign advertising private sales of personal property and the like, or private events such as carnivals, bazaars, fairs, and aircraft shows.

Projecting Sign. A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building.

Real Estate Sign. A temporary sign erected by the owner, or his agent or broker, advertising the real property upon which the sign is located for rent, lease, or for sale.

Road Frontage. The distance, measured in a straight line, from the two furthest property corners located on the same public right-of-way, excluding out parcels.

Roof Sign. A sign projecting over the coping of a flat roof, or over the ridge of a gable, hip or

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incidental to and customarily and commonly associated with any national, local or religious holiday or civic special event.

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Roof Sign. A sign projecting over the coping of a flat roof, or over the ridge of a gable, hip or

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gambrel roof, and supported by or attached to said roof.

Sign. A structure or device designed or intended to convey information to the public in written or pictorial form.

Surface Area. The entire area within a continuous perimeter, enclosing the extreme limits of sign display, including any frame or border but excluding any supports, curved, spherical, or any other shaped sign face shall be computed on the basis of actual surface area. The copy of signs composed of individual letters numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing each of said letter or device as well as spaces between each letter, words, lines or device. The calculation for a double-faced sign shall be the area of one face only where the sign faces are parallel or whether the interior angle formed by the faces is 60 degrees or less. The area of the larger side shall be computed, in cases in which the two sides do not coincide. For multiple sided signs, the sign area of all sides shall not exceed the maximum permitted sign area.

Temporary Sign. A display, informational sign, banner, or other advertising device with or without a structural frame, not permanently mounted, and intended to be displayed for only a limited time.

Wall Sign. A sign fastened to or painted on the wall of a building or structure in such a manner that the wall becomes the supporting structure for, or forms the background surface of the sign.

Warning Sign. Signs limited to messages of warning, danger or caution.

Window Sign. A sign that is applied or attached to the exterior or interior of a window or located in such manner within a building that it can be seen from the exterior of the structure through a window.

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II. PROHIBITED SIGNS

The following types of signage are prohibited in all areas of GWINNETT COUNTY AIRPORT:

1. Animated Sign
2. Flashing Sign
3. Portable Sign - except with approval by the Airport Manager for temporary display.
4. Roof Sign
5. Signs attached to any street sign or marker, traffic control sign or device, or attached to, or painted on any utility pole, post, tree, rock, shrub, plant or other natural object or feature.
6. Signs, which contain or are in imitation of an official traffic sign.
7. Real Estate Signs - except with approval by the Airport Manager for temporary display.
8. Signs on public right-of-way except signs exempt under county regulations.
9. Billboards and Electronic Message Boards.
10. Signs which are located off of the site where the business or activity is to be conducted.
11. Signs promoting political candidates.
12. Signs that contain wording other than the company/business name, products, or services offered by the applicant.

GWINNETT COUNTY AIRPORT, its manager, authority, or agents shall be empowered to remove or cause to be removed all prohibited signs on airport property without prior notice. In addition, the owner or occupant of any premises containing any prohibited sign or the party responsible for placing the sign shall be billed by the Airport Manager's office for the removal cost, not to exceed \$300.00.

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III. PERMANENT SIGNS

The following types of permanent signs are to be regulated within the physical boundaries of GWINNETT COUNTY AIRPORT; in addition all signage must meet applicable city or county regulations:

1. Permanent signs identifying the name of a business or tenant in accordance with the spirit and intent of this ordinance and CHART #1, including:
 - a. Awning sign in accordance with CHART #1.
 - b. Banners in accordance with CHART #1.
 - c. Canopy sign in accordance with CHART #1.
 - d. Directional sign in accordance with CHART #1.
 - e. Directory sign in accordance with CHART #1.
 - f. Free standing sign in accordance with CHART #1.
 - g. Wall sign in accordance with CHART #1.
 - h. Identification signs - identifying, public or private facilities public buildings and facilities in accordance with CHART #1.
2. The person, persons, or entity holding a ground lease with GWINNETT COUNTY AIRPORT, (known as the tenant), will be the applicant for signage. Sub-lessees must go through their respective airport tenant for signage request(s).
3. The area of signage, for a given building is cumulative. i.e., the sum of all signs' area on or assigned to a given building will not exceed the maximum allowed area for that building, without regard to the number of business' in that building.

IV. TEMPORARY SIGNS

The following types of signs are to be temporary within the physical boundaries of GWINNETT COUNTY AIRPORT; in addition all signage must meet applicable city or county regulations:

1. Any signage is to be considered of a temporary nature if it is to be displayed for 90 days or less.

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June 14, 2001

V. EXEMPT SIGNS

The following types of signs are exempt from the requirements of this document if they are erected by the master leaseholder and are placed on the leased premises, unless otherwise expressly prohibited under city or county ordinances. These signs shall meet height and setback requirements of this document; however no permit is required for their use: ALL SIGNS OR FLAGS SHALL COMPLY WITH THE SPIRIT AND INTENT OF THESE GUIDELINES.

1. All permanent signs that have received prior approval from the airport authority or the airport manager, whether or not the sign is located on the leased premises. Said approval shall be in writing or contained in the approved minutes of the Gwinnett County Airport Authority.
2. Directional Signs not in excess of six square feet or four feet in height.
3. Holiday or Special Event Sign not in excess of 16 square feet (30 days or less).
4. Name Plate Sign not in excess of two square feet.
5. Warning Sign not in excess of 20 square feet.
6. Window Sign and Door Sign.
7. Now Hiring Signs not in excess of 16 square feet should not be up for longer than 30 days.
8. On premise credit card of bank instant teller sign in excess of three square feet per sign or six square feet total.
9. Signs not visible from public thoroughfares or intended to be seen by the traveling public.
10. Signs within a business, office, mall or totally enclosed area.
11. Signs of a non-commercial nature and in the public interest, erected by, or on the order of, a public official in the performance of his/her duty such as public notices, safety signs, danger signs, traffic and street signs, memorial plaques, signs of historical interest, and the like may be located within public right-of-way.
12. Organizational signs not more than 48 hours in advance of meeting and not in excess of 16 square feet.

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IN ADDITION TO THE REQUIREMENTS SET FORTH IN THIS DOCUMENT, THE FOLLOWING RULES SHALL ALSO APPLY.

1. **Setbacks.** All signs must be located out of right-of-way or at least 10 feet from the back of the curb or edge of pavement of the adjacent street, whichever is greater. Signs located on a corner lot within 50 feet of the intersection of right-of-ways must be out of right-of-way or at least 15 feet from the back of the curb or edge of pavement of the adjacent streets, whichever is greater.
2. **Administrative Variance.** Both height and setback dimensions of signs can be adjusted. The Airport Authority shall have the discretion to use administrative variance when necessary to prevent a visual hazard from occurring with placement of sign.
3. **FINAL APPROVAL.** Approval by the Gwinnett County Airport Authority (approval from the "Airport") shall NOT be construed as final approval. Final approval shall be contingent upon receiving approval from Gwinnett County and/or the city of Lawrenceville in addition to approval from the "Airport". No signs are to be erected or installed without obtaining FINAL approval prior to commencing work. Approval from the "Airport" shall not guarantee approval from Gwinnett County or the city of Lawrenceville, and will not release applicant from meeting all applicable requirements of Gwinnett County and/or the city of Lawrenceville.

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CHART #1

- Awning Sign:**
 - A. Awning sign shall not exceed 3 feet in height or 20 feet in length.
 - B. For any leasehold, awning signs shall be limited to one awning sign per leasehold.
 - C. Awning signs must be maintained in good condition.

- Banners:**
 - A. Each banner shall not exceed 16 square feet.
 - B. Each banner must be individually attached to a pole, mast, arm, or other structure.
 - C. For any leasehold, banners shall be limited to one banner per public street frontage.
 - D. Banners must be maintained in good condition.

- Canopy Sign:**
 - A. Each canopy sign shall not exceed 3 feet in height or 20 feet in length.
 - B. For any leasehold, canopy signs shall be limited to one canopy sign per leasehold.
 - C. Canopy signs must be maintained in good condition.

- Directional Sign:**
 - A. Maximum height of sign shall not exceed 3 feet.
 - B. Maximum area of sign shall not exceed 3 square feet.
 - C. Sign shall be set back from the road right of way zero to five feet.
 - D. For any leasehold, directional signs shall be limited to two per leasehold.
 - E. Directional signs must be maintained in good condition.

- Directory Sign:**
 - A. Maximum height of sign shall not exceed 4 feet.
 - B. Maximum area of sign shall not exceed 32 square feet.
 - C. Sign shall be set back from the road right of way to meet all applicable County and/or City of Lawrenceville requirements.
 - D. For any leasehold, directory signs shall be limited to one directory sign per leasehold.
 - E. Directory signs must be maintained in good condition.

- Free Standing:**
 - A. Maximum height of sign shall not exceed 20 feet for a sign displaying fuel brand offered for sale, and maximum height shall conform to all FAR Part 77 imaginary surface. Maximum height of sign shall not exceed 4 feet for all other signs.
 - B. Maximum area of sign shall not exceed 60 square feet for a sign

displaying fuel brand offered for sale. Maximum area of sign shall not exceed 32 square feet for all other signs.

- C. Signs displaying fuel brand offered for sale, shall be limited to leaseholds that are allowed to sell fuel under the terms of the master lease. Signs displaying fuel brand offered for sale shall be placed so they primarily face the runway(s) and taxiway(s) of the airport. All other signs shall be set back from the road right of way to meet all applicable County and/or City of Lawrenceville requirements.
- D. Signs displaying fuel brand offered for sale and all other free standing signs shall be limited to one per leasehold.
- E. Free standing signs must be maintained in good condition.

Wall Signs:

- A. Maximum sign size shall be limited to 60 square feet per elevation with the aggregate total of all elevations being limited to 120 square feet.
- B. Maximum area of sign shall not exceed 50% of the total permitted square footage on any building elevation.
- C. Wall signs may be internally lit, back lit, or spot lighted as long as light emissions do not interfere with aircraft movements or the movements of vehicles on airport roadways. All lighting shall be in compliance with County and/or City of Lawrenceville requirements in addition to the requirements set forth in this chart.
- D. Wall signs must be maintained in good condition.

Identification Signs:

- A. Signs identifying public buildings, public facilities, and/or public services shall be installed in accordance with County requirements.
- B. Signs identifying private buildings and facilities shall be limited to 4 square feet, and shall be limited to one per building.
- C. Identification signs shall be maintained in good condition.

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

RP012-16

Buyer Initials: CD

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

- Do not offer this product or service; remove us from your bidder's list for this item only.
- Specifications too "tight"; geared toward one brand or manufacturer only.
- Specifications are unclear.
- Unable to meet specifications
- Unable to meet bond requirements
- Unable to meet insurance requirements
- Our schedule would not permit us to perform.
- Insufficient time to respond.
- Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR PROPOSERS, TERMS AND CONDITIONS**

I. PREPARATION OF PROPOSALS

- A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer's risk.
- B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
- E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

II. DELIVERY

- A. Each proposer should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO PROPOSERS

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. **It is the proposer's responsibility to ensure that they have all applicable addenda prior to proposal submittal.** This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.

IV. SUBMISSION OF PROPOSALS

- A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer's request and expense if testing does not destroy items.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

- E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.
- F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS

No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County’s discretion.

VI. TESTING AND INSPECTION

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.

VII. F.O.B. POINT

Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

**IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS

- A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD

- A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
- D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles/ services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles/services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY

The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT

Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and

fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next highest rated responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE

The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. INELIGIBLE PROPOSERS

The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Michael Plonowski, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8015.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: **All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).**

XXXI. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:

“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:

A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County’s electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County’s virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County’s virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County’s web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.