

**REQUEST FOR PROPOSAL**  
**NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT**

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**ADDENDUM NO. 1**

**Issued: August 10, 2016**

**Proposal Due Date: September 1, 2016**

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**ENGLAND ECONOMIC AND INDUSTRIAL  
DEVELOPMENT DISTRICT**

1611 Arnold Drive

Alexandria, LA 71303

This addendum shall be part of the Proposal Specification for: Request for Proposal for Non-Exclusive Car Rental Concession Agreement.

This Addendum is issued for the purpose of modifying and/or clarifying the Proposal Specification Documents and is to be construed as being as much a part of the original Proposal Specification Documents as though originally contained therein.

Acknowledge receipt of the Addendum by inserting its number and date on Page 15 of SECTION 3 – PROPOSAL FORM. Failure to do so may subject the Proposal to disqualification.

The following questions result in a change to the RFP documents or provide additional information.

1. We request that proposals are opened publically and read aloud (names of proposers and MAGs) on the due date.  
Response: The Authority will publicly open and read aloud the name of the Proposer, the brand proposed and the total Minimum Annual Guarantee for Years One through Three.
  
2. Section 30, pg 12 – Can this be revised so that the concession agreements and insurance certs be executed within 15 business days?  
Response: Yes. The Authority will allow the Agreement to be executive within fifteen (15) business days.

3. Qualification Form, pg 24 – LLC #4 “Member” – Proposer does not have “members” but Managers and Officers. Please confirm that attaching a separate sheet listing all Managers and Officers of Proposer is acceptable.  
Response: See revised wording on Qualification Form of the Request for Proposals, Attachment 1. Attaching a separate sheet listing all Managers and Officers is acceptable.
4. Section 4.1 - Instead of having the MAG for years 4 and 5 set at 110% of the highest Contract Year MAG, we respectfully request that there be no MAGs during the option periods, and we pay you just the 12% of revenue. Alternatively, we request that the MAGs for each option year be 85% of the of the previous year’s 12% payment to the Authority. This is especially important due to the decline in the number of deplaning passengers since 2012.  
Response: See revised wording - Section 4.1(a) Minimum Annual Guarantee (page 6) of Revised Form of Car Rental Concession Agreement, Attachment 2.
5. Section 4.1 (b) – Please re-incorporate the GR exclusion that exists in the current agreement by adding the following: **“Any amounts received as payment and administration of red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles.”**  
Response: See revised wording of Definition of Gross Revenue included in Section 4.1 (page 7) of Revised Form of Car Rental Concession Agreement, Attachment 2.
6. As we discussed during the pre-bid meeting, the State of Louisiana has approved House Bill No. 637 /Act 61 effective August 1, 2016 allowing rental car companies to recoup fees paid to register vehicles via a Vehicle Licensing Fee separately stated on the rental contract. As this is not a revenue generator for us, but rather a pass through of our fees paid to register our vehicles, we respectfully request the Airport add VLF to the list of items not considered as part of Concessionaire’s gross revenues in Section 4.1(b) Definition of Gross Revenues (page 7) of the Concession Agreement.  
Response: See revised wording of Definition of Gross Revenue included in Section 4.1 (page 7) of Revised Form of Car Rental Concession Agreement, Attachment 2.
7. Section 4.5(b) – We request to receive 48 hours’ notice of an inspection of records, rather than 24 hours.  
Response: See revised wording – Section 4.5(b) (page 9) of Revised Form of Car Rental Concession Agreement, Attachment 2.
8. Section 4.6 – please limit the Authority’s audit right to records for the prior three (3) years only  
Response: See revised wording - Section 4.6 Audits (page 9) of Revised Form of Car Rental Concession Agreement, Attachment 2.
9. Section 6.2, last paragraph – please consider allowing Concessionaire thirty (30) days of receipt of the invoice to make payment.  
Response: See revised wording - Section 6.2 CONCESSIONAIRE’s Obligations (page 11) of Revised Form of Car Rental Concession Agreement, Attachment 2.
10. Section 9.3 – \$5M in coverage is excessive and we request you accept evidence of \$3M in coverage for GL and Auto. Also, the industry term for CGL no longer includes the word “Comprehensive”, the current terminology in the insurance industry is “Commercial General Liability”, so this should be changed.

Response: No Change to coverage requirement. See revised terminology - Section 9.3 Insurance (page 14) of Revised Form of Car Rental Concession Agreement, Attachment 2.

11. Section 10 – We request the ability to provide a performance bond rather than a LOC or cash.

Response: See additional wording - Section 10 Performance Bond/Letter of Credit (page 14) of Revised Form of Car Rental Concession Agreement, Attachment 2.

12. Section 11.1 – Charges in 4.1 abate in event of damage/destruction but given that it would be the premises that are damaged, it should also be the charges in 4.2(a). During this period, the MAG and the counter rent should abate.

Response: See additional wording - Section 11.1 Repair of Damage (page 14) of Revised Form of Car Rental Concession Agreement, Attachment 2.

13. Section 12.2 – please modify to require the Authority to provide Concessionaire sixty (60) days advance written notice of any termination

Response: See revised wording - Section 12.2 Cancellation by ENGLAND AUTHORITY (page 15) of Revised Form of Car Rental Concession Agreement, Attachment 2.

14. Section 12.2(g) – Would Authority consider adding language **“or, if it is not reasonably possible to cure such failure to perform within 15 days, for such additional time as may be reasonably necessary, provided Tenant commences the cure within the 15 day period and thereafter proceeds diligently to complete the cure.”**

Response: See additional wording - Section 12.2(g) (Page 16) of Revised Form of Car Rental Concession Agreement, Attachment 2.

15. Section 20 - ACDBE Requirements, p 18, 5th paragraph: This section states that if we are later than the 20th with our quarterly reporting, we will get a \$100 late fee. Our reports do not become available until between the 20th through the 30th of the following month. Can this section be changed such that the reports are due on the last day of the month?

Response: See updated due dates - Section 20 ACDBE Requirements (page 18) of Revised Form of Car Rental Concession Agreement, Attachment 2.

16. Section 29(k)- please modify so that if the parking or premises granted is modified, the Authority should (i) relocate us to a similar location and (ii) adjust the rent if the space is smaller than the current space

Response: See additional wording - Section 29(k) (page 22) of Revised Form of Car Rental Concession Agreement, Attachment 2.

17. We respectfully request a “Most Favored Nations” clause be added for equality of terms among concessionaires. Following is sample language: **“In the event that any contract granted by the Authority to any other rental car company shall contain any terms and conditions more favorable to such company than the terms and conditions herein described (other than the number of allocated parking spaces and the location of the concession area, etc.), then this Agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other company. The intent of this provision is to ensure that the Authority shall give due diligence to ensure Concessionaire will be able to compete on terms as equal as possible with all other rental car companies and to ensure that no other company shall enjoy any rights or privileges more favorable to such company than those enjoyed by the Concessionaire herein.”**

Response: See additional wording - new Section 37 More Favorable Terms (page 23) of Revised Form of Car Rental Concession Agreement, Attachment 2.

18. See also updated Attachment B Ready/Return Blocks of Form of Car Rental Concession Agreement, Attachment 2 with the correct allocation of spaces between Blocks A and B in the Return Lot.

Questions Received NOT resulting in Changes to RFP documents:

19. Does the Airport have a formal written agreement for off-airport operators?

Response: No, the Airport does not currently have a formal written agreement for off-airport operators.

If there is an off-airport operator during the term, what fees will that off-airport operator be required to pay to the airport?

Response: The Airport is currently developing an off-airport permit for off-airport operators wishing to pick up and drop off customers at the Airport.

What will be the arrangement for pick-up and drop-off of customers?

Response: An off-airport permit is currently being developed.

20. In recent years, there have been a number of companies that have been interested in providing car sharing services on-airport, whether they are actual car sharing companies or a branded service that rental car companies offer. These car sharing companies/services have membership fees. If [Authority/County] intends to allow car sharing anywhere on airport property (whether offering limited parking spaces on-airport, curbside pick-up, etc.), please confirm that the [Authority/County] is collecting a portion of these membership fees along with the off-airport revenue percentage fee.

Response: The Authority is currently in the process of reviewing all landside commercial operators and their relationship with England Airport.

21. Please confirm that no additional brand can be added to any proposer's concession agreement during the term of the agreement and that operator may only operate the brand or brands that it specified in its proposal.

Response: Confirmed, the Authority does not intend to allow additional brands to be added to any proposer's concession agreement and an operator may only operate the brand that is specified in its proposal.

22. If the Authority is unable to issue clarifications/addenda on August 10, please allow ample time between the time final Addenda and the time proposals are due. It should be no less than 3 weeks prior to the proposal due date.

Response: No Change.

23. Please confirm that all of the terms and conditions specified in the RFP and any/all issued addenda will be incorporated and made a part of the Concession Agreement. Please add language to the RFP and to the Concession Agreement which states: ***"The Request for Proposals, including all issued addenda and questions and answers, are hereby incorporated into and made a part of the Concession Agreement."***

Response: No. All changes posted via addenda will be reflected in the final agreement.

24. Section 10, pg 7 – You are asking for this statement to be included as it may relate to any information in our proposal that we do not want disclosed. This statement includes verbiage that states Authority has the right to duplicate and disclose the information. We would not ordinarily include this verbiage as it relates to any of our confidential information. Could this be revised to state that Authority has the right “as may be afforded Authority in accordance with applicable laws”?  
Response: No Change.
25. Section 17, pg 9 – Includes the term “collusion” but this term has not been defined. Will the Authority please incorporate or confirm that **“collusion would be defined as illegal cooperation or conspiracy to cheat or deceive and is not the coordination that takes place between brands owned by the same company”**?  
Response: No Change.
26. Non-Collusion Affidavit – please confirm that we may prepare multiple bid submissions (from the same family brand) without violating anti-collusion rules  
Response: One proposer may submit multiple proposals each containing **different** brands to be operated at Alexandria International Airport without violating anti-collusion rules.
27. Non-Collusion Affidavit – please confirm that communication between family brands or affiliated companies owning family brands is not considered collusion  
Response: See Response to Question #12.
28. Section 16, pg 8 – Is the certification of authority to bind Proposer satisfied by executing the Proposal form, or is any other statement/document required for this certification of authority?  
Response: Yes, the certification of authority to bind Proposer is satisfied by executing the Proposal form. No other statement/document is required for the certification of authority.
29. Section 20, pg 9 – Please confirm that demonstrating the \$250K gross revenue minimum qualification is satisfied by including Attachment II, E.  
Response: Yes. Attachment II, E will document the Proposers demonstration of this minimum qualification.
30. Section 23, pg 9 – Would Authority please consider grandfathering counters for successful incumbent operators? It is expensive to move and with the fact that no counter is more advantageous than the next and the current operators all satisfied with their current locations, it doesn’t make sense to force a move. Sample language: **“Counter Spaces for existing Concessionaires will be grandfathered and they will remain in their current Counter Space. For new Concessionaires, if more than one Counter Space is available, assignment will be made by preference of the new Concessionaires as follows: the new Concessionaire with the first highest Minimum Annual Guarantee shall have first preference of vacated Counter Space, the new Concessionaire with the second highest Minimum Annual Guarantee shall have its preference of the remaining vacated Counter Space, etc.”**  
Response: No change, the counters will not be grandfathered.
31. Section 23, pg 9 –The award of Ready Return by Block Allocation combined with the lack of annual Re-allocation is an inefficient and unfair manner to allocate that space in that it causes significant customer service issues where a company who grows over the term (or already has market share greater than the largest block allocation at the outset) – and who is paying the Authority more based

on that growth - cannot gain space necessary to accommodate their customers. While at the same time, other companies are over-allocated valuable parking space that they are not using. We request Authority not allocate by Block areas but instead configure the four 'general areas' in the lots and **award the general location selection by MAG rank order** and award the **initial number of spaces in that general area by actual MAG share** (a company's share of the parking as calculated by the % their individual MAG represents of the whole industry MAG). Then, throughout the term, allow **annual re-allocation** of the number of spaces only (not the location) by market share from the prior contract year so that each company is allocated the number of spaces their business needs annually to provide the quality of service the Authority's customers deserve – as a reflection of their actual market share for that year – not a block allocation that they are trying to 'live with' that does not marry with their share of the market.

Response: No Change.

32. Section 23, pg9 – As outlined in #12 above, we respectfully request annual re-allocation of the number of Ready Return spaces based on the prior year's market share. This will create the most optimal and effective use of the available parking spaces for the airport's customers.

Response: No Change.

33. Business Organization – do we need to include proof of authorization to do business or may we simply so affirm so in our cover letter (for an incumbent)

Response: Proof of authorization is not required as part of the RFP process. You may simply affirm in your cover letter.

34. Section 4, Qualifications and Experience Form – please consider waiving these requirements for incumbent operators, specifically D through H

Response: No Change.

35. Qualification Form, Attachment II, E. – States to list airport locations separately. Airport locations are generally our largest locations, so please confirm it is acceptable to list only airport locations as our 3 largest locations.

Response: Yes. It is acceptable to list only airport locations as your 3 largest locations.

36. Qualification Form, Attachment III, A. – As to including the principals and local/regional management personnel and their addresses & phone numbers, could you please remove this requirement to be included with the financial info since we will be including that on our Manager/Officer list and also in the "key personnel" section (Attachment II, H)?

Response: No Change.

37. Per the pre-bid discussion regarding extension of the term of the Concession Agreement (Section 2 – page 5), it was clarified that the Authority's intention in this section is to give the Director the unilateral right to 'Offer' an extension of the term to each Concessionaire and that the each Concessionaire will individually have the right to 'accept or reject that offer.' Please confirm this accurately reflects the Authority's intention and please add the language in this section to demonstrate that each Concessionaire will have the individual right to accept or reject the Authority's offer.

Response: No. The above does not accurately reflect the Authority's intention. The Authority intends to determine whether it is in their best interest to make a written offer of extension to all Concessionaires prior to the end of the original term of the agreement. The Authority will

evaluate responses from the Concessionaries of the written extension offer. No change to the CRCA.

38. Section 4.1 (a) – Subsection (c), which is specified in the current agreement, is not reflected in the proposed new agreement. This specified that the 12% was made up of 10% concession fee and 2% access fee. Please advise why this was changed. Additionally, the pass through should be capped such that concessionaires are only allowed to pass through an amount to be “made whole” or 13.44%.

Response: No Change, the concession fee is 12% of gross revenue.

39. Definition of Gross Revenue – The definition of gross revenue is being expanded to add certain revenue elements that were not included previously. This, combined with the already high 12% fee and the new rent component, make our product even more expensive. Please consider leaving the definition of gross revenue where it currently is.

Response: No. See revised Definition of Gross Revenue contained in the Revised Form of Car Rental Concession Agreement, Attachment 2.

40. Section 4.1 - Definition of Gross Revenue, 4<sup>th</sup> line: Currently reads “...whether the customer is transported from ‘AEX to an off-Airport place of business:...” Please change the word ‘whether’ to ‘including if’ and also insert the words ‘by Concessionaire’ to this sentence so that it reads: “...delivered, supplied, or rented at or from anywhere on the premise of AEX regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; ***including if*** the customer is transported ***by Concessionaire*** from AEX to an off-Airport place of business; or where the vehicle is picked up or returned.”

Response: No Change.

41. Section 4.1, #9 on page 7 – Fuel should be excluded from GR as there is no profit or additional revenue resulting from the cost we recover from the customer for furnishing or replacing fuel. “Pre-paid” fuel is the cost of furnishing fuel and is at the commencement of the contract and is not revenue as the amount we charge for fuel is at or below the cost of the nearest gas station. The cost to replace fuel is at the conclusion of the contract and should also be excluded as this does not result in any profit or additional revenue, but is our administrative cost to be “made whole” when a customer returns the vehicle with a lesser amount of fuel than when they rented it.

Response: No Change.

42. Section 4.1 – please exclude from Gross Revenue, any amounts received for payment and administration of red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles.

Response: See Response to Question #5.

43. Section 4.2 –Counter and Ready Return space is currently included in the 12% fee. This new rent structure is exorbitant for any market, and especially in this particular market, and will add a significant increase in our overhead in this new term. And, while it affords a significant revenue increase to the Authority, it offers nothing additional to the rental companies in return for that increase in cost. We respectfully request this rent is removed from the agreement and that counter and ready return space is included in our 12% fee during the new term as it is under the current agreement. The danger here is that the rate to customers will have to increase significantly to cover these increased costs. That rate increase, combined with the \$2.50/day increase in CFC, will likely drive a good number of customers to other airports (Monroe, Lafayette, and Shreveport) or to other

modes of transportation. This cost structure will create a significant downturn in overall revenues and subsequent fees generated to the airport.

Response: [No Change.](#)

44. Section 4.2 – Rent: We again respectfully request Authority reconsider our request to not impose rents at all during the term of the agreement, or failing that, to reduce the rents proposed by Authority in the RFP to more reasonable rents for that space. By way of example, following is a list of rents for Ready/Return spaces in the general geographic area which demonstrates current rent factors for this type of space at airports. All of these examples are airports with similar ‘walk to the car’ ready return lots as we have at Alexandria:

- Lake Charles, LA - \$96/space/year or \$8/space/month
- Lafayette, LA - \$160/space/year or \$13.33/space/month
- Shreveport, LA - \$120/year or \$10/month
- Amarillo, TX - \$180.36/space/year or \$15.03/space/month (covered) and \$90.12/year or \$7.51/space/month (uncovered)
- Abilene, TX - \$180/space/year or \$15/space/month
- College Station, TX - \$360/space/year or \$30/space/month
- Corpus Christi, TX: \$240/space/year or \$20/space/month
- Harlingen, TX: \$168/space/year or \$14/space/month
- Killeen, TX - \$600/space/year or \$50/space/month
- Laredo, TX: \$240/space/year or \$20/space/month
- Lubbock, TX - \$144/space/year or \$12/space/month
- McAllen, TX: \$540/space/year or \$45/space/month
- Midland, TX - \$96/space/year or \$8/space/month
- Tyler, TX - \$180/space/year or \$15/space/month

Response: [See Response to Question #43.](#)

45. Rent – There currently is no rent component at the Airport, this RFP adds a significant rent factor. Would the Authority consider a stepped increase of 20% per year to reach the desired rent level?

Response: [No Change.](#)

46. Section 4.2 – Rent: We did not clearly understand the proposal by Hertz during the pre-bid meeting for a phased in Rent increase over the term as opposed to Authority’s full proposed Rent at the outset was not clear to us. If Authority will not eliminate or reduce the rents as requested above, and decides to phase-in the rent during the term, we would request the Airport tier the rent so that it gradually increases over the term each year – to get to Airport’s desired rate in the final year. However, we would object to the rent being phased during the term in such a manner that backloads the final year of the term to make up for rent ‘not captured in years 1 and 2’ of the term due to the phased approach.

Response: [No Change.](#)

47. Section 4.3 – Is there a reason why it is not specifically stated that the CFC is \$6.00/transaction day, that we get 60 days’ notice of a change, and requirement to quote within 30 days of implementation, as in the existing agreement? It is important to know what the CFC is/will be, to have notice of a change, and for all RACs to be required to quote at the same time. Please re-incorporate this language.



Response: The CFC was implemented via Authority Resolution #055-2016, as such there is no need to include language in the Form of Car Rental Concession Agreement.

48. Section 4.3 –There is a collection of a CFC; however, this section does not detail the amount or how the Authority will apply the CFCs—if there is an ordinance, this section should reference it. If there is not an ordinance, the CFC provision should be expanded.

Response: See Response to Question #47.

49. Section 4.5(c) - We request the requirement to retain an independent CPA be eliminated as it would be very costly to hire a CPA for this purpose. We request that annual statements be certified by a financial representative of the company. If required, we can provide a certification of the statements from an authorized financial officer of the corporation.

Response: No Change.

50. Section 6.2(a) – please consider removing the term “maintenance,” or in the alternative state “Non-structural maintenance”

Response: No Change.

51. Section 6.2, last paragraph – please consider modifying the 3rd sentence as follows: “Concessionaire shall have twenty-four (24) hours to perform the maintenance services necessary to remedy the unsatisfactory condition, or, if the unsatisfactory condition is such that cannot be remedied within a twenty-four (24) hour period, Concessionaire must make a good faith effort to initiate the remediation.”

Response: No Change.

52. Section 6.2, last paragraph – the airport’s discretion should be reasonable

Response: No Change.

53. Section 9.1 – We request that you add language as follows in the 6<sup>th</sup> line: “. . . for any action **against Concessionaire** based on Title . . . “.

Response: No Change.

54. Section 12.3 – please exclude the Minimum Annual Guarantee from Concessionaire’s liability to the Authority based on early termination per Subsection 12.2

Response: No Change.

55. Section 12.3 – We request language that only holds concessionaire responsible for fees/charges only up to the date of termination, and would expect Authority to mitigate damages. Termination is termination and if this occurs, all obligations, including monetary obligations, terminate as of the termination date and concessionaire pays only those outstanding amounts to that date. There would be no incentive for Authority to relet, promptly or at all, if concessionaire is responsible for continuing monetary obligations.

Response: No Change.

56. Section 13 – please consider adding the following language: “For purposes of this Agreement, companies offering short term, hourly or car sharing vehicle rentals are considered companies engaging in the “car rental business” as the term is used herein and shall not be granted a car rental concession or other on-airport operating agreement or permit on terms more favorable than those granted to Concessionaire.”

Response: No Change.

57. Section 16 –please modify so that the Authority’s right to enter the leased premises should be subject to 24-hour notice except in the case of an emergency

Response: No Change.

58. Section 17 – The language as written should only be due to concessionaire’s refusal to vacate, essentially holding over without Authority’s consent. We request this language be modified such that any holding over with Authority’s consent (while awaiting a new RFP or negotiation of an extension of term or new agreement) would not serve as a renewal or extension, but would revert to a month-to-month tenancy upon the same terms and conditions, terminable by Authority on 30 days’ notice, with the MAG going away and only the 12% fee being payable during such period of holding over.

Response: No Change.

59. Section 29(k) – We believe this section is missing some critical language to address notice and relocation costs. We would ask for a notice period of at least 3 months and for the Authority to cover the physical relocation costs.

Response: See Response to Question #16.

60. We respectfully request that an abatement provision be added in the event of a 15% decline in passenger volume. Following is sample language: ***“If, for any reason, the number of passengers deplaning on scheduled airline flights at AEX during any monthly period shall be lower than 85% of the number of such deplaning passengers for the same month of the immediately preceding contract year or of the year immediately preceding the first contract year, the MAG shall be abated and only the Concession Fee of 12% will be due during the period of abatement.”***

Response: No Change.

61. Section 4 – please add a MAG abatement clause so that if there is a reduction in deplaning passengers to less than 85% of the prior year, the MAG is abated.

Response: No Change.

62. For the reasons stated below, we request that the information on ACDBE Attachments 3, 4 and 5 should be required only after a RAC is awarded a concession and not required with proposals. We propose that in substitution therefore, proposers should be required to submit only their ACDBE Good Faith Plan and documentation of any good faith efforts to identify/obtain certified vendors in the State of Louisiana. If Attachment 4 will be required with proposal submission, we should have the ability to submit it without the ACDBE information/signatures and include a note indicating that the form is “Not Applicable.” There are several reasons these forms are problematic for rental car companies:

- (a) We should not have to identify ACDBE vendors until after we are awarded the contract. Prior to entering into the concession agreement, we will not know what types of goods/services we will need so how can we identify vendors at this point? Further, it is difficult for the rental car industry as a whole to identify ACDBE vendors because there is simply a lack of such vendors that provide goods/services applicable to a rental car concession. Our single largest purchase is that of vehicles, and there are only 2 or 3 ACDBE certified dealerships in the entire country, none of which is local. So even meeting

participation goals through vehicle purchases (if a goal beyond 0% is established) is not possible if there is not an ACDBE certified dealer in Louisiana.

- (b) We should not have to rely on any 3rd party to provide us with any information we need to submit a proposal by a deadline – in this case, a signature (Attachment 4). We have no control over when an ACDBE firm would respond back to us on a request to execute a letter of intent; and our proposal should not be rejected for not having signed LOIs when it is out of our hands as to if/when we could get signatures.
- (c) Further, as to “estimated dollar value of work” – We will not know what work is required until/unless we are awarded a concession, so we would be unable to state a value or even commit with an ACDBE firm via this Letter of Intent, prior to being awarded the concession. Nor would an ACDBE firm commit to a value before they are awarded the work.
- (d) We do not enter into contracts with our diverse suppliers/vendors. An LOI is tantamount to a contract and not the way we do business with our suppliers. We believe there is language in the ACDBE regulations state that the regulations are not intended for a company to change its business structure and entering into an LOI/contract would indeed force a change in how we do business with our vendors/suppliers.

Response: Attachments 3 and 4 will be required. If Attachments 3 and 4 are submitted, then Attachment 5 will not need to be submitted.

Attachments 3, 4 and 5 are standard attachments included in any concessionaire proposal in order to comply with the regulations in CFR Part 23. Most concessionaire proposals have a goal that is higher than 0% but in this case a goal of 0% was established for this proposal based on the lack of certified ACDBE's in the Alexandria International Airport Market Area.

Since the goal is 0% proposers only need to check the first space on Attachment 3 and fill 0 in the \_\_\_\_% blank and complete the information on the last three lines of the form. You will be deemed to have met the goal by completing Attachment 3.

On Attachment Number 4 proposers only need to enter the proposer information, enter not applicable next to the Name of the ACDBE firm and complete the concessionaire signature line.

Since you have been deemed to have met the goal by completing and returning Attachment 3 you will not need to submit Attachment 5.

63. #1, pg 31 – Regarding questions, during this RFP process, are we to be submitting separate questions relating to ACDBE matters to Kazette rather than to Kate Wells? Or do we submit all questions to Ms. Wells and they are forwarded to Kazette for our answers/clarification?

Response: All questions related to this RFP should be submitted to Kate Wells.

64. Attachment 1 – Please confirm that this is simply FAA/DOT guidance to airports, not airports guidance to Proposers.

Response: Attachment 1 is a standard form that is included in all of the concessionaire proposals for Alexandria International Airport. Section IV A-I is included to give proposers an idea of the types of actions the ACDBE office will consider when an ACDBE goal is not met and the office is making a good faith determination.

65. Attachment 2 (2.b., pg 36) – Confirm that successful proposers do, in fact, have to submit good faith efforts (“GFE”) within 5 business days of award of concession.

Response: 49CFR Part 23.25(e) (1) (iii) states “to be eligible to be awarded the concession, competitors must make good faith efforts to meet this goal. A competitor may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so.”

Proposers will be deemed to have met the goal by completing and returning Attachment 3 *since the goal is 0%* for this proposal.

The Good Faith Effort Form will not need to be submitted since the ACDBE goal has been met.

66. Attachment 2 (#4, top of pg 37) – “not responsive” – Does this mean that a proposer’s proposal in response to this RFP could be deemed not responsive?

Response: If a proposer failed to meet an ACDBE Goal and the ACDBE office determined that the proposer did not make good faith efforts then the ACDBE Office could deem a proposal to be not responsive. 49 CFR Part 26.53 (c) which is also applicable to 49 CFR Part 23 require the airport to ensure that the proposer has made good faith efforts before the airport commits to a concession agreement with a proposer.

This will not occur with this particular proposal since the goal is 0%.

67. Attachment 2 (#4, pg 37 2<sup>nd</sup> para) – Is GFE a requirement of proposer’s to submit with their proposals, as in GFE is a factor in the Authority’s awarding a concession? We object to this being a determining factor in award of the concession.

Response: Good Faith Effort is not a determining factor in the award of this concession.

68. Attachment 2, (#4, pg 37, para 2-4) – Is all of this narrative essentially an explanation of a proposer’s appeal if their proposal response to this RFP is rejected due to insufficient GFE?

Response: This narrative is standard for all AEX Concessionaire Proposals. It is meant to outline the appeal process if the ACDBE goal is not met and the ACDBE Office makes a determination that a good faith effort was not made.

69. Attachment 3 – “has satisfied the requirements of the proposal specification” – There is no proposal specification. The goal is 0%. Please clarify.

Response: Please see response to Question #62.

70. Attachment 3 – “if unable to meet the ACDBE goal of 0% is committed to a minimum of ---%” – Why would a proposer propose a goal higher than the Airport’s stated goal of 0%? If this form is required with proposal submission, do we just put 0% and provide GFE?

Response: This is a standard ACDBE Proposal Form that is required by the FAA. This statement could be utilized if the ACDBE goal was set at a higher percentage than 0%. Example: The ACDBE goal was set at 5% and the proposer was only able to commit to a 3% participation percentage then the proposer would check the blank on this line and fill in 3% and the proposer would then have to submit the good faith effort form so that a good faith effort determination could be made.

71. Attachment 4, ACDBE Letter of Intent: Please state if we need to submit a Good Faith Statement

Response: See Response to Questions #62 and #65.

72. Attachment 5 – states to submit with Proposal, yet this Attachment is not included in the list of required documents as per #26 on pg 11 and per the Proposal form on pg 15. Further, it relates to if ACDBE Goals have not been met, which is not applicable since the goal is 0% - there is no goal. Please confirm Attachment 5 is not required with proposal.

Response: At the top of Attachment 5 in bold parenthesis it states (Submit this attachment with your proposal only if ACDBE Goals have not been met) Attachment 5 is not required as long as you submit Attachments 3 and 4.

73. Attachment 5 – This form refers to “participation requirements” and “participation goals”. For example, “why you believe your firm is unable to meet the ACDBE participation goals”. The goal is 0%. Please clarify.

Response: See response to Questions #65 and #72.

74. Attachment 7 – This form should either not be required or should be revised. We do not collect the ethnicity information of our vendors/suppliers. We have information on if they are certified minority or woman owned (MBE, WBE), and also veteran owned, SBE, HUB, etc. But we do not have ethnicity information, as we do not believe it is appropriate to collect or have this information. The eligibility requirement to be qualified as ACDBE is that the company is 51% or more owned and operated by a woman or minority, but their ethnicity is not a qualification component for certification.

Response: No Change. Ethnicity is a qualification component for certification.

ACDBE Concessionaires must be certified per the regulations of U.S. DOTD 49 CFR Part 26 and Part 23. 49 CFR Part 26.67 (a) states: “Presumption of Disadvantage. (1) You must rebuttably presume that citizens of the United States (or lawfully admitted permanent residents) who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals.”

Individual not in the presumed ethnic groups must prove that they are socially and economically disadvantaged in order to be certified as ACDBE's.

The Airport is required to file an annual ACDBE Report with the FAA. On this report, the Airport is required to break participation down into the ethnic groups that are listed in 49 CFR Part 26.67 (a). This is the reason this information is collected on Attachment 7.

75. ACDBE materials, pages 31-47 – We have previously submitted several questions/comments surrounding these materials and request response to those questions as well.

Response: See Response to Questions #62 - #74.

**Addendum 1, Attachment 1**

QUALIFICATIONS AND EXPERIENCE FORM

(To be Used by All Proposers)

NON-EXCLUSIVE CAR RENTAL CONCESSION AGREEMENT  
Alexandria International Airport  
Alexandria, Louisiana

1. GENERAL INFORMATION

Proposer hereby certifies that all statements and answers to questions herein are true and correct. All information requested in this form shall be furnished and submitted by the Proposer with the Proposal Form. Statements must be complete, accurate and in the form requested.

A. Name and address of proposer as it should appear on the Car Rental Concession Agreement (CRCA):

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B. Address of Proposer, if different from above, for purposes of notice or other communication relating to the proposal and CRCA. (If Proposer is other than an individual, provide the name of Proposer's authorized representative.):

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Telephone number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

C. Proposer intends to operate the Car Rental Concession as a corporation (  ); limited liability company (  ); partnership (  ); sole proprietorship (  ); (Check appropriate space); or

---

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---

Explain:

---

---



## Addendum 1, Attachment 1

### LIMITED LIABILITY COMPANY

If a limited liability company, answer the following:

1. Date of organization?

---

2. Principal Place of Business (Complete address and telephone number)

---

---

---

3. Is the limited liability company authorized to do business in Louisiana?

Yes ( )

No ( )

4. Name and address of each Manager and Officer:

NAME

ADDRESS

---

---

---

### PARTNERSHIP STATEMENT

If a partnership, answer the following:

1. Date of organization?

---

2. General Partnership ( ) Limited Partnership ( ) Limited Liability Partnership ( )

3. Principal Place of Business (Complete address and telephone number)

---

---

---

4. Is the partnership authorized to do business in Louisiana?

Yes ( )

No ( )

5. Name and address of each general partner:



**Addendum 1, Attachment 1**

NAME

ADDRESS

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---

**JOINT VENTURE**

If a joint venture, answer the following:

1. Date of organization?

---

2. Is the joint venture authorized to do business in Louisiana?

Yes ( )

No ( )

3. Name and address of each joint venture:

NAME

ADDRESS

---

---

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**SOLE PROPRIETORSHIP**

If sole proprietorship, furnish the following:

1. Proprietor's name in full:

---

Address:

---

---

Company (dba) name:

---

Company address:

---

---

## Addendum 1, Attachment 1

How long in business under this company name?

---

### 2. STATEMENT OF QUALIFICATIONS AND EXPERIENCE INSTRUCTIONS

For each question that requires an attachment, please state the paragraph number, e.g., Attachment II, C, and the corresponding question.

A. Name of proposer:

---

Address:

---

Address:

Telephone:

Fax:

B. Indicate below if you are certified by the State of Louisiana as a Minority-Owned Business Enterprise (MBE) or Woman Owned Business Enterprise (WBE).

MBE ( )

WBE ( )

Indicate if you are a certified Disadvantaged Business Enterprise: DBE ( )

C. Number of years Proposer has operated a consumer retail car rental service. (If car rental service is to be operated by a joint venture or partner, indicate the experience of each party.)

Car rental experience: \_\_\_\_\_ years.

D. Describe the nature of your experience in the operation of facilities and state the number of persons you currently employ in such operations.

(Attach answer as Written Attachment II, D.)

E. Submit a list of the three (3) largest locations where you have operated consumer retail car rental facilities within the last five (5) consecutive years, giving the dates of operation for each location and the gross revenues for each operation for the last three (3) years. List airport car rental facilities separately. (Attach answer as Written Attachment II, E.)

F. Provide names, addresses, and telephone numbers for landlords, if any, for all operations listed in Paragraph D above. (Attach answer as Written Attachment II, F.)

G. Provide name, location, and date of all car rental operating contracts, if any, that have been terminated within the past five (5)

## Addendum 1, Attachment 1

years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term; also list any judgments terminating car rental operating agreements operated by proposer within the past five (5) years. If none, indicate "none" here. (Attach separate sheet, if necessary, as Written Attachment II G.)

H. Name and experience of key personnel of Proposer for Alexandria International Airport operation:

<u>TITLE</u>	<u>NAME</u>	<u>EXPERIENCE</u>

(If additional space is needed, attach answer at Written Attachment II, H.)

I. Do you have a nationwide reservation system?

Yes ( )

No ( )

J. State the number and make of cars that your organization proposes to use at AEX.

---

K. State the names of your credit card affiliations

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---

L. Will you provide affiliation with a preferred marketing program for frequent users, (for example Hertz II, Gold Club, etc.)?

Yes ( )

No ( )

If yes, provide name of program?

---

M. State the number and locations of your operating outlets and facilities in Louisiana, if any:

---

N. What is your fiscal year end? (i.e. December 31, June 30, etc.)

---

### 3. FINANCIAL INFORMATION

A. Financial Statement

All Proposers must provide financial statements for their organizations for the last two (2) fiscal years. Included therein shall

## Addendum 1, Attachment 1

be information naming the principals, their addresses and telephone numbers, and local and regional management personnel and their addresses and telephone numbers. Also included shall be a listing of Proposer's financial references, including banks and other financial institutions that are used by Proposer. The England Authority reserves the right to confirm and request clarification of all information provided. Incomplete disclosure may result in a proposal being deemed to be non-responsive.

(Attach statements as Attachment III, A.)

### B. Surety Information

Provide information, including name of bonding company or reference that indicates your ability to qualify for, obtain, and submit the Performance Bond or Letter of Credit that must be submitted to the ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT if you are awarded this concession privilege.

(Attach answer, if any, as Written Attachment III, B.)

Have you ever had a bond or surety canceled or forfeited?

Yes ( )

No ( )

If yes, identify name of bonding company, date, amount of bond, and reason for such cancellation for forfeiture.

(Attach answer, if any, as Written Attachment III, B.)

### C. Bankruptcy Information

Have you or the principal owners of your consumer retail car rental organization ever declared bankruptcy?

Yes ( )      No ( )

If yes, give details including date, court jurisdiction, amount of liabilities, and amount of assets.

(Attach answer, if any, as Written Attachment III, C.)

The undersigned hereby attests to the truth and accuracy of all statements, answers, and representation made in this qualifications and experience form, including all supplementary statements attached hereto. (Individual, Partner, Joint Venture, Authorized Officer of Corporation.)

By: \_\_\_\_\_

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

## Addendum 1, Attachment 2

### Section 6

#### FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

##### NON-EXCLUSIVE CAR RENTAL CONCESSION

Alexandria International Airport

Alexandria, Louisiana

**Addendum 1, Attachment 2**  
**FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)**  
**NON-EXCLUSIVE CAR RENTAL CONCESSION**  
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**Addendum 1, Attachment 2**

Section 6

FORM OF CAR RENTAL CONCESSION AGREEMENT (CRCA)

NON-EXCLUSIVE CAR RENTAL CONCESSION  
Alexandria International Airport  
Alexandria, Louisiana

THIS Concession, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the England Economic and Industrial Development District (hereinafter referred to as ENGLAND AUTHORITY), a political subdivision of the State of Louisiana, and \_\_\_\_\_ (hereinafter referred to as "CONSESSIONAIRE"), an \_\_\_\_\_ corporation, domiciled in \_\_\_\_\_.

WITNESSETH:

WHEREAS, ENGLAND AUTHORITY controls, owns, operates, and maintains a public airport in Parish of Rapides, Louisiana, known as Alexandria International Airport ("AEX"), with the power to grant rights and privileges with respect thereto, and

WHEREAS, ENGLAND AUTHORITY desires to provide for the operation of car rental concessions to the general public in the AEX Terminal Building, and

WHEREAS, the ENGLAND AUTHORITY, on the terms and conditions herein contained, grants to CONCESSIONAIRE the right to operate its car rental concession at the Airport;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the ENGLAND AUTHORITY and CONCESSIONAIRE agree as follows:

SECTION 1 - PREMISES

ENGLAND AUTHORITY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby agrees to receive from the ENGLAND AUTHORITY occupancy privileges in the following spaces and facilities, hereinafter called "Premises":

(a) Approximately two hundred eighty-eight (288) square feet, more or less, of counter and adjoining office space in the Terminal Building at AEX at the location shaded in grey on Exhibit A, attached hereto and by reference made a part hereof for entire contract term.

(b) One ready and return block at the location marked in yellow on Exhibit B attached hereto and made a part hereof by reference. All of the ready and return blocks shall hereafter be referred to as "Ready and Return Blocks." for the entire contract term.



## Addendum 1, Attachment 2

### SECTION 2 - TERM

This concession shall have a term of three (3) years (Term), beginning on the 1st day of December, 2016 (commencement date) and ending on the 30th day of November, 2019 unless sooner terminated as provided herein. Each twelve (12) month period, or portion thereof, shall be considered a Concession Year. At the sole discretion of the England Authority, by and through its Executive Director, this agreement may be extended for two additional one (1) year option periods.

### SECTION 3 - USES AND PRIVILEGES

CONCESSIONAIRE shall enjoy the following privileges in connection with the grant of this concession:

(a) The non-exclusive right, privilege, and obligation to conduct and operate a passenger car rental concession at AEX, including all necessary and ancillary services customarily associated with car rental concessions at public airports within the United States of America or airports of similar size and capacity.

(b) The non-exclusive right of ingress and egress to and from AEX on roadways within the England Airpark and Industrial Community subject only to such reasonable rules and regulations as may be established by AEX or the ENGLAND AUTHORITY as respecting such use.

No signs shall be installed by CONCESSIONAIRE on or about the Premises without prior written approval of the ENGLAND AUTHORITY, said approval being discretionary with the ENGLAND AUTHORITY. The ENGLAND AUTHORITY enforces signage standards throughout the AEX complex including the terminal, car rental counter back-wall and ready/return block. No temporary signs or displays shall be permitted on the back wall or the counter surfaces without the prior written approval of the ENGLAND AUTHORITY. No signs stating "cars available" or similar messages will be permitted. Handwritten signs are strictly prohibited. All signs must be approved by the Airport Manager before installation.

Nothing shall be placed on window/window sills. Window sills must be kept clean at all times. No exceptions will be made. Items attached to walls inside of rental space shall only be posted upon approval of the Airport Manager.

It is expressly understood by this Concession that the Premises be will used to store and park only those vehicles and related accessories and equipment necessary to provide and support car rental services on the AEX.

All ready/return vehicles must park in designated parking spaces only. Any vehicles parked in non-designated areas will be towed immediately. All ready vehicles must pull straight in to parking spaces; no vehicles are to be backed in. CONCESSIONAIRE Employees are strictly forbidden from parking in ready/return spaces. All employees must park in designated employee parking.

Due to security restrictions, no unattended vehicles may park in the terminal pass thru/drop off lanes for any amount of time. Violations will result in vehicle being towed immediately at the expense of the CONCESSIONAIRE.

## Addendum 1, Attachment 2

Speeding will not be tolerated. Violators will be ticketed. Continued violation will result in offender being banned from the Airpark.

### SECTION 4 - RENT, CHARGES AND FEES

#### Subsection 4.1 - Concession Fee

(a) Minimum Annual Guarantee. For the concession privileges granted hereunder, and in addition to other fees and charges set forth herein to be paid by CONCESSIONAIRE, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY a Minimum Annual Guarantee (MAG) in equal monthly installments. The MAG shall be payable within twenty (20) days following the end of each month during the Term hereof, as follows:

Year 1 - \_\_\_\_\_ payable in twelve (12) equal installments of \_\_\_\_\_ per month.

Year 2 - \_\_\_\_\_ payable in twelve (12) equal installments of \_\_\_\_\_ per month.

Year 3 - \_\_\_\_\_ payable in twelve (12) equal installments of \_\_\_\_\_ per month.

If the option is awarded for Years Four and Five, the MAG for contract year Four and Five will be One Hundred ~~and Ten~~ percent (~~110~~100%) of the highest Contract Year MAG above.

(b) Percentage Fee. In addition to the Minimum Annual Guarantee specified in Subsection 4.1 (a), above and as part of the total consideration to be paid by CONCESSIONAIRE to the ENGLAND AUTHORITY, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY additional fee (hereinafter referred to as "Percentage Fee") which shall be payable within twenty (20) days following the end of each month that this Concession remains in effect and shall be equal to the amount, if any, by which the sum of twelve (12%) percent of Gross Revenue, as hereinafter defined, of CONCESSIONAIRE for such month exceeds the monthly installment of the Minimum Annual Guarantee paid for such month. At the end of each Lease Year an adjustment shall be made between the ENGLAND AUTHORITY and CONCESSIONAIRE, so that the total amount payable and paid for such Lease Year shall be the greater of (i) the Minimum Annual Guarantee or (ii) a sum equal to twelve (12%) percent of Gross Revenue of the CONCESSIONAIRE for such Lease Year.

Definition of Gross Revenue. The term "Gross Revenue" as used herein means , as determined in the reasonable discretion of England Authority, all monies due Concessionaire, whether paid or unpaid, from any and all customers for the use, rental or lease of vehicles and any additional services or accessories contracted for, delivered, supplied or rented at or from anywhere on the premises of AEX regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; whether the customer is transported from AEX to an off-Airport place of business: or where the vehicle is picked up or returned. Unless revenues are expressly and specifically excluded from Gross Revenues, all revenues derived from, arising out of or becoming payable on account of the CONCESSIONAIRE, whether directly or indirectly, shall be included in Gross Revenues. Gross Revenues shall include, but not be limited to:

1. The time and/or mileage charges, after discounts taken at the time of rental, assessed by CONCESSIONAIRE to its customers;

## Addendum 1, Attachment 2

2. The premiums on any and all insurance sold, including personal accident personal effects and cargo insurance, life insurance and any other insurance sold in connection with the vehicle rental;
3. Sums received from customers for Collision Damage Waiver (CDW) protection and Loss Damage Waiver (LDW) protection;
4. Any and all add-on fees and charges including extra driver coverage, underage driver coverage and vehicle upgrade charges;
5. Any and all fees and charges for equipment, supplies and incidental items which are made available and charged for separate from the vehicle including, but not limited to, sporting equipment, cellular telephones, child restraint seats, video equipment, and any other incidental items and services;
6. All "local revenue". Local Revenue means revenue derived from a vehicle rental transaction with a customer who has not deplaned at AEX, yet the rental transaction occurred at AEX. It also includes revenue derived from a vehicle transaction from fixed base operators (FBO) located at AEX.
7. All charges attributable to any vehicle originally rented at AEX which is exchanged at any other location of CONCESSIONAIRE.
8. All proceeds from the long-term lease of vehicles from any location at AEX.
9. The amount charged to CONCESSIONAIRE's customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by CONCESSIONAIRE
10. The amount charged by CONCESSIONAIRE as a pass through to its customers of Concession Fees.
11. Charges commonly referred to as "drop charges" or "intercity fees".

The following, however, shall not be considered as a part of CONCESSIONAIRE's gross revenue in CONCESSIONAIRE's monthly reports to the ENGLAND AUTHORITY:

1. The amount of any sales taxes or other similar excise taxes, now or hereafter levied or imposed by a governmental agency, which were separately stated and collected from customers.
2. Any sums received by a CONCESSIONAIRE as insurance proceeds or payments from CONCESIONAIRE'S customers or insurers specifically for physical damages to rented vehicles or other property of CONCESSIONAIRE other than any administration fees.
3. Sums specifically received as the result of loss, conversion or abandonment of CONCESSIONAIRE's vehicles other than administration fees.
4. Sums specifically received from the sale of vehicles off- airport premises or other equipment used in the operation of the Concession, the use of which CONCESSIONAIRE wishes to discontinue.
5. Reimbursements for amounts actually paid for red light tickets, parking tickets, other governmental fines and fees, tolls, towing and impounded vehicles from its customers to pass through without markup to an independent third party with no amount being retained by the CONCESSIONAIRE. However, any amounts collected above the pass through amount shall be included as Gross Revenue under this Agreement.
6. The amount of any vehicle license recovery fee, now or hereafter permitted by the State of Louisiana.
57. The amount of any CFC(s) received by CONCESSIONAIRE which are separately stated and collected from customers.

## Addendum 1, Attachment 2

Any and all retroactive discounts given by CONCESSIONAIRE including corporate volume discounts are not allowed as a deduction from Gross Revenue.

Subsection 4.2 – Premises Rental. In addition to the Concession Fees, CONCESSIONAIRE shall pay to ENGLAND AUTHORITY for the use and occupancy of the Assigned Premises, an annual Premises Rental described as follows:

(a). Terminal Building Rent. For the lease of the Terminal Building Premises, described in SECTION 1(a) hereof, the sum of \$\_\_\_\_\_ annually.

(b). Ready & Return Block Rent. For the lease of the Ready and Return Block Premises, described in SECTION 1(b) hereof, the sum of \$\_\_\_\_\_ annually.

Annual Terminal Building Rent and Ready & Return Block Rent are payable in twelve equal monthly installments. Monthly installments are payable in advance and without demand, on the first day of each calendar month of this Agreement, commencing December 1, 2016.

Section 4.3 Customer Facility Charge. Also, in addition to the Subsection 4.1 (a) and the Premises Rental specified in Subsection 4.2 above and as part of the total consideration to be paid by CONCESSIONAIRE to the ENGLAND AUTHORITY, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY additional amounts for Customer Facility Charges (hereinafter referred to as "CFC") which shall be payable within twenty (20) days following the end of each month that this CFC is charged. This charge shall be assessed for all cars rented at AEX for twenty-four or fewer hours for the first transaction day, and every twenty-four hours for each transaction day thereafter. This CFC amount may be adjusted from time to time with prior notice given by ENGLAND AUTHORITY to CONCESSIONAIRE. CONCESSIONAIRE shall remit to the ENGLAND AUTHORITY the total amount of CFC's collected during the month as indicated in Subsection 4.5 (a) below. That amount is equal to the number of transaction days multiplied by the current daily CFC rate.

Subsection 4.4 - Delinquent Charges or Fees. Without waiving any other right or action available to the ENGLAND AUTHORITY in the event of default in payment of charges or fees payable to the ENGLAND AUTHORITY pursuant to this Concession, CONCESSIONAIRE shall pay to the ENGLAND AUTHORITY a late payment fee of \$100.00 per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due and payable until paid and received by the ENGLAND AUTHORITY.

### Subsection 4.5 - Statements, Books and Records.

(a) Within twenty (20) days after the close of each calendar month of the term of this Concession, CONCESSIONAIRE shall submit to ENGLAND AUTHORITY, on the Gross Revenue form as shown in Exhibit C, a statement of its Gross Revenue during the preceding month from its operations at AEX upon which the percentage payments to ENGLAND AUTHORITY set forth in Subsection 4.1(b) and CFC charges as set forth in Subsection 4.3, are computed, said statement to be signed by a responsible accounting officer of CONCESSIONAIRE. CONCESSIONAIRE shall keep full and accurate books and records showing all of its Gross Revenue pertaining to operations at the Airport, and ENGLAND AUTHORITY shall have the right, through its representatives, and at all reasonable times, to

## Addendum 1, Attachment 2

inspect such books and records, including State of Louisiana sales tax return records. CONCESSIONAIRE hereby agrees that all such records and instruments will be made available to ENGLAND AUTHORITY on the AEX premises for at least a three (3) year period following termination of this Concession.

(b) CONCESSIONAIRE shall maintain records and controls pertaining to the rental transactions at AEX which shall be available for inspection and examination of the Premises upon ~~twenty four (24)~~forty-eight (48) hours notice by ENGLAND AUTHORITY or its duly authorized representative.

(c) CONCESSIONAIRE shall employ an independent certified public accountant who shall provide to ENGLAND AUTHORITY for each twelve (12) month period written financial statements certifying that the Minimum Annual Guarantee and/or Percentage Fee paid by CONCESSIONAIRE to the ENGLAND AUTHORITY for the preceding twelve (12) month period pursuant to this Concession was made in accordance with the terms of this Concession. Such statements shall also contain a list of the Gross Revenue as shown on the books and records of CONCESSIONAIRE and which were used to compute the fees paid to ENGLAND AUTHORITY during the period covered by statement. Said statement shall be delivered to the ENGLAND AUTHORITY no later than one hundred twenty (120) days after close of CONCESSIONAIRE's annual fiscal year operations. Failure to provide said certified statements shall result in a \$100 penalty per day for each day that said statements are not provided.

Subsection 4.6 - Audits. The ENGLAND AUTHORITY reserves the right, at ENGLAND AUTHORITY's expense, to audit CONCESSIONAIRE's books and records of receipts at any time for the purpose of verifying the Gross Revenue hereunder. If, as a result of such statement, it is established that CONCESSIONAIRE has understated the Gross Revenue as defined herein, by three percent (3%) or more, the entire expense of said audit shall be born by CONCESSIONAIRE. Any additional Percentage Fee due shall forthwith be paid by CONCESSIONAIRE to ENGLAND AUTHORITY with interest thereon at the rate of one and one-half percent (1.5%) per month from the date such additional Percentage Fee became due. Failure to provide the documentation necessary for the ENGLAND AUTHORITY to conduct a complete and accurate audit will be considered a material breach of this Concession and shall be subject to the terms described in Paragraph 12.2 of this Concession. The right to audit may be exercised any time during the term of the CRCA and up to thirty-six (36) months following the termination of the CRCA.

### SECTION 5 - INSTALLATION OF IMPROVEMENTS AND DESIGN, FURNISHING AND EQUIPPING OF PREMISES

Subsection 5.1 - Improvements by ENGLAND AUTHORITY. The ENGLAND AUTHORITY shall provide existing counter and office space in the baggage claim area of the Terminal Building, as shown on Exhibit A and the existing ready and return blocks shown on Exhibit B.

Subsection 5.2 - Installations by CONCESSIONAIRE. CONCESSIONAIRE shall, without cost to ENGLAND AUTHORITY, install all improvements and trade fixtures for the counter space, necessary for the customary operation of car rental services, including furniture, fixtures, carpet, and equipment, all of which shall be high quality, meet all code requirements, and shall be approved by the ENGLAND AUTHORITY, in writing, prior to installation. Computer terminals shall be placed in the counters and shall not be substantially visible from outside the leased premises.

## Addendum 1, Attachment 2

Subsection 5.3 - Alterations and Improvements. CONCESSIONAIRE shall not install or erect additional, nonstructural improvements on the Airport, or alter, change, or make other improvements unless and until plans and specifications for such additional alterations or improvements shall have been submitted to and approved in writing by the Airport Manager and the ENGLAND AUTHORITY. Any such alterations or improvements shall be without cost to ENGLAND AUTHORITY. All alterations, improvements and physical additions of any kind to the Premises as defined in Section 1 of this Concession which are made by CONCESSIONAIRE shall become a part of the said Premises without compensation to CONCESSIONAIRE and shall become the property of ENGLAND AUTHORITY at the termination or cancellation of this Concession as defined in Section 14 of this Concession with the exception of additional, portable machinery and equipment of every kind and character installed by CONCESSIONAIRE and not attached to or affixed to the Premises may be removed at the termination or cancellation of this Concession provided that the Premises, shall be restored to their condition before such portable machinery and equipment were installed.

Subsection 5.4 - Removal or Demolition of Improvements. CONCESSIONAIRE shall not remove or demolish, in whole or in part, any improvements without prior approval by ENGLAND AUTHORITY.

### SECTION 6 - MAINTENANCE

#### Subsection 6.1 - ENGLAND AUTHORITY's Obligations.

- (a) Provide structural maintenance of the Terminal Building and parking areas, including the Premises.
- (b) Provide CONCESSIONAIRE's employees with free automobile parking spaces, in common with other employees of tenants and users of the Terminal Building.

#### Subsection 6.2 - CONCESSIONAIRE's Obligations.

- (a) Provide all janitorial and maintenance services for the Premises.
- (b) Keep all counter space, office areas, and ready/return block clean and neat in appearance and in safe condition.
- (c) Keep its furniture, fixtures, and equipment in good working order.
- (d) Remove snow and ice from its ready/return block.
- (e) If a CONCESSIONAIRE's vehicle makeup/cleaning or storage area/yard is on the grounds of England Airpark or within 2 mile of the boundaries of England Airpark then the CONCESSIONAIRE shall:
  - 1) Maintain all rental car makeup/cleaning or storage area(s)/yard(s) appropriately, including mowing, weed eating, shrubbery and plant control, and trash pickup;
  - 2) If vehicle maintenance/cleaning or storage areas/yards are fenced, the fencing must be maintained in

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good condition and may not have barbed/concertina/razor wire on, above or below any portion of the fence.

ENGLAND AUTHORITY shall be the sole judge of the quality of facility maintenance, including the Premises. If, in the sole discretion of the ENGLAND AUTHORITY, it is determined that the Premises are not being adequately maintained and cleaned, it shall notify CONCESSIONAIRE in writing of the unsatisfactory conditions. CONCESSIONAIRE shall have twenty-four (24) hours to perform the maintenance services necessary to remedy the unsatisfactory condition. Failure of CONCESSIONAIRE to timely remedy any such complaint shall be a default of CONCESSIONAIRE's obligations under this Concession. Alternatively and without waiving any right to declare CONCESSIONAIRE in breach of this Concession, the ENGLAND AUTHORITY may enter upon the Premises to perform such janitorial services and/or maintenance to remedy the complaint. In this event, CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for actual cost of undertaking said services together with an established administrative charge. Payment of said charges shall be made within ~~fifteen (15)~~ thirty (30) days of CONCESSIONAIRE's receipt of the ENGLAND AUTHORITY invoice.

Subsection 6.3 - Trash and Garbage. The ENGLAND AUTHORITY will provide only common-use garbage disposal dumpsters adjacent to the Terminal Building. CONCESSIONAIRE may dispose of office waste generated by CONCESSIONAIRE's operations at the AEX.

### SECTION 7 - STANDARDS OF SERVICE

Subsection 7.1 - Hours of Operation. CONCESSIONAIRE shall be open for business, have vehicles for rental and accept rental returns from the time of the first scheduled arrival/departures until thirty (30) minutes after the last scheduled airplane arrivals/departures each day. If flights are delayed CONCESSIONAIRE shall remain open until thirty (30) minutes after last flight arrival.

#### Subsection 7.2 - Type of Operation.

(a) CONCESSIONAIRE shall provide all services under this Concession on a nondiscriminatory basis to all users of AEX. CONCESSIONAIRE shall maintain and operate the Premises in a first-class manner and shall keep them in a safe, clean, orderly, and inviting condition at all times, satisfactory to ENGLAND AUTHORITY. Service shall be prompt, courteous, and efficient.

(b) CONCESSIONAIRE shall maintain, at all times and at its own expense, an adequate number of vehicles at AEX to meet the reasonable public demand. Only fully-operational, well-maintained, licensed vehicles shall be rented by CONCESSIONAIRE. CONCESSIONAIRE agrees that at no time will it use automobiles whose year model is more than two (2) years older than the current year model for each vehicle make provided.

(c) At no time shall CONCESSIONAIRE's fleet of vehicles assigned to AEX fall below 50 vehicles. ENGLAND AUTHORITY will audit fleet numbers from time to time. If the audited number of vehicles falls below the minimum requirement, the ENGLAND AUTHORITY will notify CONCESSIONAIRE in writing. If fleet number is not corrected by CONCESSIONAIRE within ten (10) days after receipt of written notice, CONCESSIONAIRE shall be considered to be in breach on this Concession. ENGLAND AUTHORITY reserves the right to increase the minimum fleet number if at any time the monthly percentage of the CONCESSIONAIRE's leased fleet exceeds 100% in any six (6) months of a twelve (12) month period.

## Addendum 1, Attachment 2

(d) CONCESSIONAIRE employees shall not engage in open or public disputes, disagreements, or conflicts with each other or the employees of other Concessionaires tending to disrupt or negatively affect the quality of the car rental service of CONCESSIONAIRE and its compatibility with the best interests of the public at AEX.

(e) The solicitation and/or advertising of the car rental operation at AEX shall be confined to previously approved signs and advertising displays in permitted locations, and answering inquiries regarding CONCESSIONAIRE's services and facilities, which activity shall be restricted to CONCESSIONAIRE's service counter in the Terminal Building.

Subsection 7.3 - Manager. The management, maintenance and operation of privileges under this Concession shall at all times during the Term hereof be under the supervision and direction of an active, qualified, competent, and experienced manager representing CONCESSIONAIRE, who shall be subject at all times to the direction and control of CONCESSIONAIRE.

### Subsection 7.4 - Personnel.

(a) CONCESSIONAIRE shall, in the operation of its car rental services under this Concession, employ only such personnel as will ensure a high standard of service to the public. All employees, while on duty, shall be clean, neat in appearance, and courteous at all times. All employees shall be appropriately attired, with uniforms in such instances as are appropriate. No employee shall use improper language, act in a loud, boisterous or otherwise improper manner, or be permitted to solicit business in an inappropriate manner.

(b) CONCESSIONAIRE shall prohibit and restrain its employees, agents, servants or other representatives from personal solicitation for the services offered by it, or other businesses, on or about the Airport Premises.

(c) CONCESSIONAIRE shall maintain a stringent oversight of its employees to ensure the maintenance of a high standard of service to the public, the performance of such obligation to be determined at the sole discretion of Airport Manager. CONCESSIONAIRE shall take all proper steps to discipline employees who participate in acts of misconduct while on duty. ENGLAND AUTHORITY does not allow or tolerate illicit drug or alcohol use on ENGLAND AUTHORITY property. ENGLAND AUTHORITY shall exercise an option to ban from the Airport any employee who fails to abide by standards in this subsection.

### Subsection 7.5 - Decisions on Disputes.

Claims, disputes and other matters relating to or arising out of CONCESSIONAIRE's operations or the interpretation of this Concession shall be submitted initially to the Airport Manager in writing, with a request for a decision, which decision the Airport Manager shall render within a reasonable time. If CONCESSIONAIRE is dissatisfied with the Airport Manager's decision, it may submit a written appeal to the ENGLAND AUTHORITY Director of Operations within seven (7) days of receipt of the decision from the Airport Manager. The Director of Operations shall review the original complaint and the decision of the Airport Manager, and may conduct any additional investigation he considers appropriate. The Director of Operations shall render a written decision on the appeal within fifteen (15) days of completing his investigation. If the CONCESSIONAIRE is dissatisfied with the Director of Operation's decision, it shall have the right to appeal directly to the Executive Director of the ENGLAND AUTHORITY. The appeal shall be in writing and submitted to the Executive Director within seven (7) days following the receipt by CONCESSIONAIRE of the decision of the Director of Operations. The Executive



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Director shall review the entire record and may conduct an additional investigation he considers appropriate. The Executive Director shall issue a written decision within fifteen (15) days of completing his investigation. The decision of the Executive Director shall be considered a final decision unless CONCESSIONAIRE submits a written appeal of the decision to the Board of Commissioners (Board) within fifteen (15) days of the issuance of the decision by the Executive Director. An Appeal to the Board shall specify the type of relief sought and the grounds in support thereof. The Board shall consider the appeal in open session and may consider any evidence and/or testimony it deems appropriate. The Board may render a decision immediately at the conclusion of the hearing or refer the appeal to the ENGLAND AUTHORITY legal counsel for consideration of issues of law. The ENGLAND AUTHORITY shall render its legal opinion to the Board not less than ten (10) days before the next regularly scheduled meeting of the Board. The Board shall render a written decision at the regularly scheduled meeting next following the meeting at which its hearing was conducted.

The rendering of a written decision pursuant to the above provision with respect to any claim, dispute or other matter shall be a condition precedent to any exercise by CONCESSIONAIRE of such rights or remedies as he may otherwise have under the contract documents or law.

### SECTION 8 - LICENSES AND TAXES

CONCESSIONAIRE covenants and agrees to obtain all proper licenses or permits for the operation of its car rental concession, and to pay all taxes assessed or imposed by any governmental authority having jurisdiction over it. CONCESSIONAIRE shall have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax, or assessment. In the event that CONCESSIONAIRE shall fail to timely pay or appeal the payment of pay any assessed taxes, it will be considered to be in breach of this Concession under Subsection 12.2(g) hereof.

### SECTION 9 - HOLD HARMLESS AGREEMENT AND LIABILITY INSURANCE

#### Subsection 9.1 – INDEMNIFICATION-CONCESSIONAIRE

To the fullest extent permitted by law, the CONCESSIONAIRE agrees to indemnify, defend, and hold harmless the ENGLAND AUTHORITY and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the CONCESSIONAIRE, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement. CONCESSIONAIRE shall indemnify and save ENGLAND AUTHORITY harmless from any award of damages and costs against ENGLAND AUTHORITY for any action based on Title VII of the Civil Rights Act of 1964 or any other state or federal anti-discrimination law or regulation or for U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

#### Subsection 9.2 – INDEMNIFICATION-ENGLAND AUTHORITY

The ENGLAND AUTHORITY agrees to indemnify, defend, and hold harmless the CONCESSIONAIRE and its agents, officers, and employees from and against all losses or expenses including costs and attorneys fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the ENGLAND AUTHORITY, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

#### Subsection 9.3 -INSURANCE

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CONCESSIONAIRE agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Louisiana, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

<u>Workers Compensation</u> (Louisiana) or Proof of All States Coverage Employers Liability	Statutory
<del>Comprehensive-Commercial</del> <u>General Liability</u>	Bodily Injury & Property Damage (Incl.\$5,000,000 Per Occurrence Personal Injury, Fire, Legal & Contractual \$5,000,000 General Aggregate & Products/Completed Operations)
<u>Automobile Liability</u> All Autos and/or Non-Owned, Hired, & Owned Bodily Injury & Property Damage	\$5,000,000 per Accident

Evidence of self-insurance financing such as an Irrevocable Letter of Credit, non-cancellable bond, or some other security deposit can be substituted for the Automobile Liability coverage stated above.

On all policies except Workers Compensation, England Economic and Industrial Development District shall be named as additional Insured, As Its Interests May Appear. All policies shall include waivers of subrogation in favor of the England Economic and Industrial Development District. A certificate indicating the above coverages shall be submitted for review and approval by ENGLAND AUTHORITY for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Louisiana and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to ENGLAND AUTHORITY, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the ENGLAND AUTHORITY for approval prior to the commencement of activities under this Agreement.

### SECTION 10 -PERFORMANCE BOND/LETTER OF CREDIT

Upon the execution of this Concession and prior to commencing operations under this Concession, CONCESSIONAIRE shall provide ENGLAND AUTHORITY with an irrevocable bank letter of credit, ~~or~~ cash deposit, or performance bond in the amount of Sixty Thousand Dollars (\$60,000.00). The letter of credit, ~~or~~ cash deposit or performance bond shall be held by the ENGLAND AUTHORITY throughout the Term and may be applied by the ENGLAND AUTHORITY against any debt owed to it by CONCESSIONAIRE.

### SECTION 11 - DAMAGE OR DESTRUCTION OF PREMISES IN TERMINAL BUILDING

#### Subsection 11. 1 - Repair of Damage.

If the Air Terminal Premises are damaged/destroyed in such a way that causes the CONCESSIONAIRE to be unable to operate its business, as reasonably determined by the Executive Director, the charges payable herein under Subsection 4.1 and 4.2 shall abate immediately until such time as the said Premises are fully restored and certified by ENGLAND AUTHORITY as ready for occupancy. If

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the Air Terminal premises are not capable of being repaired within six (6) months from the time the damage occurred, CONCESSIONAIRE may terminate its obligations hereunder pursuant to the terms of Subsection 12.1 hereof.

### Subsection 11.2 - Limits of Obligations Defined.

It is understood that, in the application of the foregoing Subsection 11.1, ENGLAND AUTHORITY's obligations shall be limited to repair or reconstruction of the Terminal Building Premises to the same extent and of equal quality as obtained at the commencement of operations hereunder. Redecoration and replacement of furniture, fixtures, equipment, and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

## SECTION 12 - CANCELLATION

### Subsection 12.1 - Cancellation by CONCESSIONAIRE.

CONCESSIONAIRE may cancel this Concession and terminate its obligations hereunder upon sixty (60) days advance written notice, upon or after the happening of one or more of the following events and provided that CONCESSIONAIRE is not in default in the payment of any fees, charges or taxes to ENGLAND AUTHORITY:

(a) The permanent abandonment of the Airport as an airline terminal or the permanent removal of all certificated passenger airline service from the Airport.

(b) The inability of CONCESSIONAIRE to use the Airport for a period of longer than ninety (90) days, because of the issuance of any order, rule, or regulation by a competent governmental authority or court having jurisdiction over CONCESSIONAIRE or ENGLAND AUTHORITY, preventing CONCESSIONAIRE from operating its car rental business; provided, however, that such inability or such order, rule or regulations is not due to any fault of CONCESSIONAIRE.

(c) The breach by ENGLAND AUTHORITY in the performance of any covenant or agreement herein required to be performed by ENGLAND AUTHORITY and the failure of ENGLAND AUTHORITY to initiate a remedy for such breach for a period of sixty (60) days after receipt from CONCESSIONAIRE of written notice to remedy the same.

### Subsection 12.2 - Cancellation by ENGLAND AUTHORITY.

The ENGLAND AUTHORITY may cancel this Concession and terminate all of its obligations hereunder upon thirty (30) days advance written notice and provided ~~at any time~~ that the ENGLAND AUTHORITY is not in default, upon or after the happening of any of the following events:

(a) CONCESSIONAIRE shall file a voluntary petition in bankruptcy.

(b) Bankruptcy is instituted against CONCESSIONAIRE and CONCESSIONAIRE is thereafter adjudicated bankrupt pursuant to such proceedings.

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- (c) A court shall take jurisdiction of CONCESSIONAIRE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
- (d) A receiver of CONCESSIONAIRE's assets shall be an appointed.
- (e) CONCESSIONAIRE voluntarily abandons the conduct of its car rental concession at the Airport for a period of thirty (30) days, except if such is due to a labor strike dispute in which CONCESSIONAIRE is involved.
- (f) Any assignment is made by CONCESSIONAIRE for the benefit of its creditors.
- (g) The breach/default by CONCESSIONAIRE of any of the covenants or agreements herein contained and the failure of CONCESSIONAIRE to remedy such breach/default during the cure time provided. If no cure time is otherwise provided, CONCESSIONAIRE shall have fifteen (15) days after the receipt of written notice of said breach/default by the ENGLAND AUTHORITY to cure same or, if it is not reasonably possible to cure such failure to perform within fifteen (15) days, for such additional time as may be reasonably necessary, provided CONCESSIONAIRE commences the cure within the fifteen (15) day period and thereafter proceeds diligently to complete the cure. Should the breach/default continue after the lapse of said fifteen (15) day period, the ENGLAND AUTHORITY, at its sole option, may cancel this Concession, without forfeiture, waiver, or release of ENGLAND AUTHORITY's rights to any sum of money due or to become due under the provisions of this Concession.
- (h) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part of parts thereof, in such manner as to substantially restrict CONCESSIONAIRE, for a period of at least thirty (30) days, from its Airport operation.

### Subsection 12.3 - Termination and Reletting.

Should there occur an early termination of this Concession pursuant to the terms of Subsection 12.2 hereof, the ENGLAND AUTHORITY shall have the right to enter the Premises and take possession thereof. CONCESSIONAIRE shall remain liable to the ENGLAND AUTHORITY for the full amount of all fees and charges, and shall continue to pay same until a Concession Agreement with another Concessionaire is granted by the ENGLAND AUTHORITY or until the last day of the Term of this Concession whichever sooner occurs.

### SECTION 13 - NONWAIVER OF RIGHTS

Continued performance by either party hereto pursuant to the terms of this Concession after a default of any the terms, covenants, and conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a waiver of any right to cancel this Concession for any subsequent default; and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

### SECTION 14 - SURRENDER OF POSSESSION

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CONCESSIONAIRE shall, upon termination of this Concession, immediately quit and deliver up the Premises and privileges peaceably and quietly. CONCESSIONAIRE shall return the Premises in as good order and condition as on the commencement date, ordinary wear and tear excepted. The ENGLAND AUTHORITY shall have the right to use the deposit to make any repairs to the Premises not considered ordinary wear and tear. CONCESSIONAIRE shall have the right to remove all of its furniture, fixtures and equipment, subject to the provisions in Subsection 5.3

### SECTION 15 - ASSIGNMENT, SUBLETTING, AND SURRENDER

CONCESSIONAIRE shall not at any time assign or convey this Concession, or any part thereof, without the prior written consent of ENGLAND AUTHORITY or sublet any part of the Premises; provided, however, that CONCESSIONAIRE may assign this Concession to any approved person, firm, or corporation with which CONCESSIONAIRE may merge or consolidate or which may succeed to the business of CONCESSIONAIRE.

### SECTION 16 - INSPECTION OF PREMISES

The ENGLAND AUTHORITY or its duly authorized representatives, or agents, and other persons for it, may enter upon said Premises at any and all reasonable times during the term of this Concession for the purpose and conditions hereof or for any other purpose incidental to rights of ENGLAND AUTHORITY.

### SECTION 17 - HOLDING OVER

Holding over said Premises after this Concession has terminated, in any manner other than approved by this Concession, is prohibited. In the event of such holding over, the ENGLAND AUTHORITY shall be entitled to remove CONCESSIONAIRE from AEX, using police power if necessary. CONCESSIONAIRE shall reimburse ENGLAND AUTHORITY for any costs associated with the forced removal of CONCESSIONAIRE from AEX.

### SECTION 18 - QUIET ENJOYMENT

The ENGLAND AUTHORITY agrees that CONCESSIONAIRE, upon payment of the fees and charges and all other payments to be paid by CONCESSIONAIRE under the terms of this Concession and upon observing and keeping the agreements and covenants of this Concession on the part of CONCESSIONAIRE to be observed and kept, shall be allowed to lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Concession.

### SECTION 19 - NONDISCRIMINATION

CONCESSIONAIRE does hereby covenant and agree as a covenant running with its rights and privileges granted under this Concession, that 1) no person, whether the recipient of services, and employee or an applicant for employment, on the grounds of race, religion, sex, color, age, physical handicap, marital status, sexual preference, physical appearance or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of CONCESSIONAIRE's facilities and services; 2) that in the furnishing of its services to the general public at AEX, no person on the grounds of race, religion, sex, color, age, physical handicap, marital status, sexual preference, physical appearance or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in such services; 3) that the CONCESSIONAIRE shall use the AEX Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation,

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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.

### SECTION 20 - ACDBE REQUIREMENTS

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, ENGLAND AUTHORITY has implemented an airport concession disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. The ACDBE goal of zero (0%) percent, as measured by total estimated annual gross purchases, has been established for this concession agreement. The CONCESSIONAIRE shall take all necessary and reasonable steps to attempt to achieve this goal.

ACDBE participation may be in the form of one or more subleases, joint ventures, partnerships, or other legal arrangements meeting the eligibility standards in 49 CFR Part 23.

The CONCESSIONAIRE will be required to submit information concerning the ACDBE firm(s) that will participate in this concession, including the name and address of each firm, the annual estimated gross revenues to be earned by each named firm, a description of the legal arrangement(s) to be utilized, and the total overall estimated annual gross revenues to be earned by the concession.

. The CONCESSIONAIRE must notify the DBE Office immediately if the dollar amount of any ACDBE Letter of Intent will change after it is submitted to the DBE Office. A CONCESSIONAIRE may not terminate, substitute or utilize another ACDBE Firm on this concession without prior written approval from the ENGLAND AUTHORITY.

If the CONCESSIONAIRE will be unable to achieve the ACDBE goal stated herein, it will be required to provide documentation demonstrating that it took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at the time to enter into joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm. The requirements of this paragraph are not intended to force the CONCESSIONAIRE to change its business structure.

CONCESSIONAIRE shall, during the term of this agreement, submit each quarter to the ENGLAND AUTHORITY DBE Office the England Airpark ACDBE Quarterly Payment and Participation Report for Car Rental Concessions. This report is due to the ENGLAND AUTHORITY DBE Office by the ~~23~~30th day of April, the ~~20~~31st<sup>th</sup> day of July, the ~~31~~st~~20~~<sup>th</sup> day of October and the ~~31~~st ~~20~~<sup>th</sup> day of January of each year of the contract. Failure to submit this report by this due date may result in the assessment of a late payment fee of \$100.00 per occurrence plus interest thereon at the rate of one and one-half percent (1.5%) per month from the date such item was due to and received by the ENGLAND AUTHORITY DBE Office.

### SECTION 21 - NO LIENS

CONCESSIONAIRE shall pay for all labor performed or materials furnished in the repair, replacement, development, or improvement of the Premises by CONCESSIONAIRE, and shall keep said Premises and CONCESSIONAIRE's possessory interest therein free and clear of any lien or encumbrance of any kind whatsoever created by CONCESSIONAIRE's act or omission.

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### SECTION 22 - HAZARDOUS SUBSTANCES

Except for fuel and oil products carried on board by rental cars kept on the Premises in accordance with laws, rules, or regulations and necessary for the operation of this concession, no goods, merchandise, or material shall be kept, stored, or sold in or on the Premises which are explosive or hazardous.

### SECTION 23 - ENVIRONMENTAL PROVISIONS

23.1 CONCESSIONAIRE shall not use, store, transport, or dispose of any fuels, oil, grease, lubricants, or other Hazardous Materials to, from, within, or upon the Premises in a manner which violates any Federal, State or Local Laws.

23.2 The ENGLAND AUTHORITY, by its officers, employees, agents, representative, contractor and furnisher of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same for emergency repairs to the utility systems, for environmental testing, and for any other purpose necessary for or incidental to or connected with the performance of the ENGLAND AUTHORITY's obligations hereunder, or in the exercise of its governmental functions or in the ENGLAND AUTHORITY's capacity as owner of AEX. The ENGLAND AUTHORITY shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless the CONCESSIONAIRE has consented to disclosure or has publicly released such information

23.3 CONCESSIONAIRE, at the request of the ENGLAND AUTHORITY, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the CONCESSIONAIRE has prepared pursuant to any Federal, State and Local Laws or Regulations or submitted to any governmental regulatory agency; provided, that such documents and materials related to environmental issues or Federal, State and Local Laws or Regulations and are pertinent to the ENGLAND AUTHORITY or the Leased Premises. If any Federal, State and Local Laws or Regulations require the CONCESSIONAIRE to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Leased Premises or the Airport, the CONCESSIONAIRE shall provide a copy of such report or notice to the ENGLAND AUTHORITY and, to the extent practicable, shall receive the approval of the ENGLAND AUTHORITY prior to submitting such notice or report to the appropriate governmental agency.

23.4 CONCESSIONAIRE shall undertake such steps to remedy and remove any Hazardous Materials and Special Wastes and any other environmental contamination as are caused by the CONCESSIONAIRE on or under the Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all Federal, State and Local Laws or Regulations. Such work shall be performed at the CONCESSIONAIRE's sole expense after the CONCESSIONAIRE submits to the ENGLAND AUTHORITY a written plan for completing such work and receives the prior written approval of the ENGLAND AUTHORITY. The ENGLAND AUTHORITY shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. The cost of such review and inspection shall be paid by the CONCESSIONAIRE. Specific clean-up levels for any environmental remediation work shall be designed to meet all of the applicable Federal, State and Local Laws or Regulations. In the event that the ENGLAND AUTHORITY is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Leased Premises caused by the action or inaction of the CONCESSIONAIRE, the

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CONCESSIONAIRE shall defend the ENGLAND AUTHORITY and indemnify and hold harmless the ENGLAND AUTHORITY from any costs, damages or fines resulting there from.

23.5 The ENGLAND AUTHORITY has an ongoing storm water management plan and the CONCESSIONAIRE shall participate in such inspections as are conducted and shall implement any remedial actions which are necessary.

SECTION 24 - WAIVERS

No waiver of default by ENGLAND AUTHORITY of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by CONCESSIONAIRE shall be construed as or operate as a waiver by ENGLAND AUTHORITY of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by CONCESSIONAIRE.

SECTION 25 - NOTICES

All notices provided for herein shall be in writing. Any notice permitted or required to be served upon CONCESSIONAIRE may be served upon it at:

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provided, however, that if CONCESSIONAIRE shall give notice in writing to ENGLAND AUTHORITY of any change in said address, then and in such event such notice shall be given to CONCESSIONAIRE at such substituted address. Any notice permitted or required to be served upon ENGLAND AUTHORITY may be served upon it at:

Executive Director  
Alexandria International Airport  
1611 Arnold Drive  
Alexandria, LA 71303-5636

provided, however, that if ENGLAND AUTHORITY shall give notice in writing to CONCESSIONAIRE of any change in said address, then and in such event such notice shall be given to ENGLAND AUTHORITY at such substituted address. Any notice served by mail shall be certified mail, return receipt requested.

SECTION 26 - WAIVER OF CLAIMS

CONCESSIONAIRE hereby waives any claim against AEX, the ENGLAND AUTHORITY, its commissioners or employees, for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Concession or part thereof, or by any judgment or award in any suit or proceeding declaring this Concession null, void, or voidable, or delaying the same, or any part hereof, from being carried out.



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### SECTION 27 - POLICE AND FIRE PROTECTION

The ENGLAND AUTHORITY shall provide, or cause to be provided, during the term of this Concession, all proper and appropriate public fire and police protection similar to that afforded to other tenants or licensees at the Airport, and it will issue and enforce rules and regulations with respect thereto for all portions of the Airport. CONCESSIONAIRE shall comply with the Airport Security Plan and shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by CONCESSIONAIRE, shall not in any way be construed to limit or reduce the authority of ENGLAND AUTHORITY hereunder.

### SECTION 28 - CONCESSION SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

This Concession is subject and subordinate to the terms, reservations, restrictions, and conditions of any existing or future agreements between the ENGLAND AUTHORITY and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the ENGLAND AUTHORITY for Airport purposes, and the expenditure of federal funds for the extension, expansion, or development of the Alexandria International Airport. Should the effect of such agreement with the United States government be to take any of the property under lease or substantially destroy the commercial value of such improvements, ENGLAND AUTHORITY shall terminate this Concession.

### SECTION 29 - RIGHTS AND PRIVILEGES OF THE ENGLAND AUTHORITY

(a) ENGLAND AUTHORITY shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which CONCESSIONAIRE agrees to observe and obey, with respect to the use of AEX, Airport Terminal Building and appurtenances, provided that such rules and regulations shall not be inconsistent with safety, present rules and regulations of the FAA and future changes prescribed from time to time by the FAA.

(b) CONCESSIONAIRE is aware that its patrons may improperly park its rental cars on airport property and CONCESSIONAIRE acknowledges that the ENGLAND AUTHORITY has the right and obligation to issue citations and tow away such improperly parked vehicles so as to protect and preserve for the public the orderly flow of traffic at AEX.

(c) CONCESSIONAIRE shall be subject to and hereby agrees to cause to be paid by its patrons or to promptly pay on their behalf without protest, any and all such penalties imposed by such citations and, in addition, to promptly pay the charges of any tow services imposed by ENGLAND AUTHORITY with respect thereto. Any default by CONCESSIONAIRE in payment of said penalties and towing charges shall constitute a breach of this Concession. If any of CONCESSIONAIRE's vehicles are parked in the public parking lots on the Airport, the parking operator shall not release said vehicle until the appropriate parking charges therefore are paid. CONCESSIONAIRE shall expressly inform its patrons of the applicable parking regulations on the Airport and the penalties and towing charges for violations thereof for which the patrons and CONCESSIONAIRE are liable.

(d) The ENGLAND AUTHORITY's Executive Director or his designee is hereby designated as its official representative for the enforcement of all provisions in this Concession with full power to represent the ENGLAND AUTHORITY with dealings with CONCESSIONAIRE in connection with the rights herein granted.

## Addendum 1, Attachment 2

(e) All actions relating to policy determination, modification of this Concession, subsequent permissive authorization under this Concession, termination of this Concession, and any similar matters affecting the terms of this Concession shall emanate from the ENGLAND AUTHORITY.

(f) ENGLAND AUTHORITY may enter upon the Premises, now or hereafter at any reasonable time, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or in the exercise of its governmental functions.

(g) ENGLAND AUTHORITY reserves the right to further develop or improve the landing and public areas, including Terminal and ramp space, of AEX as it sees fit, regardless of the desires or views of CONCESSIONAIRE, and without interference or hindrance.

(h) During the time of war or National Emergency, ENGLAND AUTHORITY shall have the right to lease the landing area of AEX, or any part thereof, to the United States Government for military or national use, and if any lease is executed, the provisions of this Concession insofar as they are inconsistent with the provision to the Government, shall be suspended.

(i) ENGLAND AUTHORITY may from time to time increase the size or capacity of Terminal Building or make alterations thereof or close them or any portions, either temporarily or permanently, provided notice is given to CONCESSIONAIRE.

(j) This Concession at any time may be reopened for renegotiation if Federal Aviation Administration (FAA) Airport certification or Security Requirements, FAR Parts 139 and 1542 respectively, result in major expenditures to the ENGLAND AUTHORITY due to CONCESSIONAIRE's operations at AEX. If said renegotiation is mandated, written notice shall be given to CONCESSIONAIRE thirty (30) days prior to such renegotiations.

(k) The ENGLAND AUTHORITY reserves the right to add, subtract or redesignate parking blocks and relocate the Premises and related areas should that be necessary, with thirty (30) days advance written notice to CONCESSIONAIRE. Said Premises shall be, to the extent practicable, of similar size and as conveniently located. The Rent, as applicable, shall be recalculated and adjusted based on the new area of the substitute Premises. The MAG, however, shall not be adjusted. The ENGLAND AUTHORITY will not be liable for the costs associated with the moving or reinstallation of CONCESSIONAIRE's equipment, fixtures or improvements.

### SECTION 30 - COMPLIANCE WITH ENGLAND AUTHORITY'S DEVELOPMENT STANDARDS AND CONSTRUCTION REQUIREMENTS

With respect to any development and construction on the Premises, CONCESSIONAIRE shall at all times comply with development standards adopted by the ENGLAND AUTHORITY and the Airport Manager.

### SECTION 31 - TERMS BINDING UPON SUCCESSORS

**Addendum 1, Attachment 2**

All the terms, conditions, and covenants of this Concession shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment herein before set forth.

**SECTION 32 - CONCESSION MADE IN LOUISIANA**

This Concession has been made in and shall be construed in accordance with the laws of the State of Louisiana. All duties, obligations, and liabilities of the ENGLAND AUTHORITY and CONCESSIONAIRE with respect to the Premises are expressly set forth herein and this Concession can be amended only in writing and agreed to by both parties.

**SECTION 33 – ETHICS**

All proposals and leases shall be subject to the codes, provisions and interpretations of the Louisiana Ethics Law, Louisiana Revised Statutes Title 42 Chapter 15.

**SECTION 34 - HEADINGS**

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Concession.

**SECTION 35 - CONTRACT DOCUMENTS**

The Request for Proposals published in connection herewith, the Instructions to Proposers for the Car Rental Concession Agreement, and the CONCESSIONAIRE's Proposal shall all form a part of the Concession between the parties hereto. In the event of a conflict between the terms and conditions of this CRCA and any of said documents, the terms and conditions of this CRCA shall take precedence.

**SECTION 36 - FORCE MAJEURE**

Neither party shall be considered in default of the performance of its obligations under this Agreement to the extent that the default arises out of and the performance is prevented or delayed by any force majeure, including but not limited to fires, accidents, acts of God or other causes beyond the control of either party.

**SECTION 37 – MORE FAVORABLE TERMS**

In the event the ENGLAND AUTHORITY shall enter into any lease or agreement with another rental car operator within the Terminal Building, that agreement will not contain more favorable terms than this CRCA, unless the same rights, privileges and favorable terms are concurrently made available to CONCESSIONAIRE.

IN WITNESS, WHEREOF, the parties hereto have caused this instrument to be executed as of the dates set forth below.

**ATTEST:**

**CONCESSIONAIRE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Addendum 1, Attachment 2

Date: \_\_\_\_\_

ATTEST:

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_

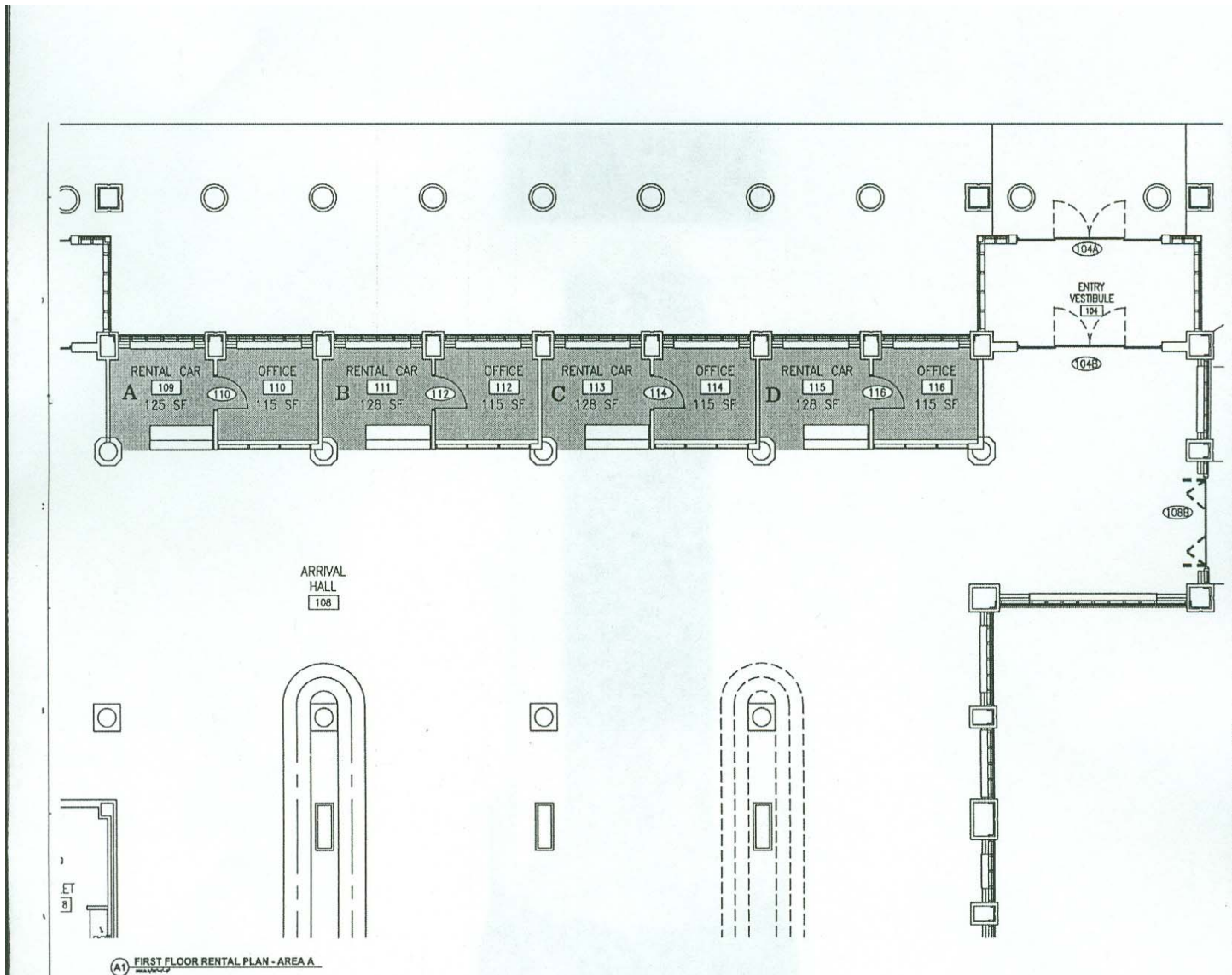
By: \_\_\_\_\_

Date: \_\_\_\_\_

Addendum 1, Attachment 2

Exhibit A

CAR RENTAL COUNTER LOCATIONS



Addendum 1, Attachment 2

Exhibit B  
 READY AND RETURN PARKING BLOCKS



Addendum 1, Attachment 2

Exhibit C

GROSS REVENUE REMITTANCE FORM

Alexandria International Airport  
Automobile Rental Sales

Month: \_\_\_\_\_

Concessionaire Name \_\_\_\_\_

Gross Automobile Rental Sales \_\_\_\_\_

Other \_\_\_\_\_

Total Gross Revenue \_\_\_\_\_

Percentage \_\_\_\_\_ **12%**

Total Percentage Fee \_\_\_\_\_

Minimum \_\_\_\_\_

Amount Due (Percentage Rent or  
Minimum, whichever is greater) \_\_\_\_\_

Number of transaction days for rented  
Automobiles \_\_\_\_\_

Customer Facility Charges (CFC) Rate \_\_\_\_\_

Total CFC Payment \_\_\_\_\_

Total Payment (Concession Fee & CFC) \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the above statement is true in accordance with our agreement.

\_\_\_\_\_  
Authorized Representative

## Addendum 1, Attachment 2

### Exhibit D

#### ENGLAND AUTHORITY'S SIGNAGE STANDARDS

##### PART 1 – GENERAL

###### 1.01 SUMMARY

- A. This work shall consist of furnishing and installing permanent signing in accordance with the drawings, these specifications, and codes of the Jurisdictional Authorities including city of Alexandria, Alexandria International Airport, State of Louisiana, and Federal Authorities.
- B. The scope of the work of this section is determined by the Message List and consists of the sign types, quantities, messages and dimensions therein listed. Provide all necessary materials, equipment, labor, and accessories to form the completed sign in an operational condition.

###### 1.02 RELATED DOCUMENTS

- A. Drawings, General and Special Conditions, Division 1 - general requirements and other applicable technical specifications apply to the work of this Section.

###### 1.03 REFERENCES

- A. Reference Codes, Regulations and Standards: Design, installation, testing and maintenance of signs shall comply with the following latest statutory Codes, Rules and Regulations:
- B. American Institute of Steel Construction (AISC):
  - 1. Specification for the Design, Fabrication and Erection of Structural Steel for Buildings (Specifications).
- C. American Society for Testing and Materials (ASTM):
  - 1. A 500 Cold-Formed Welded and Seamless Carbon Steel Structural Tubing.
  - 2. B 221 or B 308 Extruded Aluminum Shapes and Tubes.
  - 3. B 209 Aluminum Plate and Sheet.
  - 4. B 136-84 Aluminum Anodizing.
- D. American Welding Society (AWS)
  - 1. D1.1 Structural Welding Code.
- E. Aluminum Association (AA):
- F. (AAMA) American Architectural Manufacturers Association.
- G. American National Standards Institute (ANSI):
- H. Americans with Disabilities Act:
- I. Federal Specification (FS):
- J. (NEC) National Electrical Code:

###### 1.04 SYSTEM REQUIREMENTS



## Addendum 1, Attachment 2

- A. System Description: Refer to the Sign Types List for sign types included in the scope of work.
- B. General Requirements
1. Structural Elements: Signs shall be securely fastened with provisions for repair, replacement and routine maintenance without destruction or dismantling the sign and/or surrounding structure(s).
  2. Connections, anchorages, and metal support systems shown on the signage drawings are suggestive only, and are intended to be used as a guideline to clarify intent of the specification, functional and design requirements and coordination requirements. Provide additional anchorage, support framing and bracing as necessary to meet loading requirements and building conditions. No additional connections shall be visible in finished construction.
  3. Comply with requirements of Federal Specification, ASTM Designation or ANSI Specification for design, spacing, and quantity of anchorages.
  4. Sign structures, finishes and mounting systems must withstand various cleaning techniques and cleaning solutions. Provide recommended list of cleaning solutions and techniques.
  5. All materials shall be corrosive resistant.
  6. Structural Calculations - Employ the services of a structural engineer registered in the State of Louisiana to prepare structural calculations necessary to design the support systems and anchorage for all sign types. This shall consist of structural member sizing, anchorage withdrawal calculations, bending calculations, fastener design and other related structural analysis required to ensure all signs are securely anchored, safe for use and that they meet all applicable codes.
- C. Interface With Adjacent Systems: The Sign Contractor is responsible for visiting the site with the Owner (Alexandria International Airport), prior to any installation activities to verify the availability of the site, the existence of support structures or appurtenances and the location of the particular installation.

### 1.06 QUALITY ASSURANCE

- A. Qualifications of Sign Contractor shall meet the following standards:
1. Be regularly engaged in the business of manufacturing and installing the type of sign construction described in the Contract Documents.
  2. Minimum of 10 years documented, successful experience in the manufacture, installation and maintenance of similar sign types.
  3. Manufacture major sign components and furnish remaining components manufactured by reputable and reliable suppliers.
  4. Furnish qualified, competent and experienced supervisory personnel.
  5. Maintain a service facility, which is capable of satisfactorily furnishing parts and labor for maintenance and repair service.
- B. Qualifications of Workmen:
1. Layouts of messages and subsequent compositions shall be accomplished by technicians skilled in lettering and letter spacing, according to the letter interspacing specified.
  2. A minimum of one (1) field quality control person trained and experienced in the installation of the signs shall be present at all times in the construction area to direct installation at all locations.

## Addendum 1, Attachment 2

### 1.07 SUBMITTALS

- A. Submit all data pertinent to design and installation in sufficient advance time such that review and acceptance of submittals may be accomplished in ample time to complete the project on schedule. Submittals will be reviewed and responded to by A/E within 10 days. All submittals shall be identified with regard to specific contract requirements and referenced to corresponding specification section and article. Such submittals shall include, but are not limited to, the following:
- B. Manufacturer's Literature:
1. Identification, location and cross-reference for hardware components of manufacturer.
  2. Manufacturer's unit assembly number or component part number as it appears in submitted literature.
  3. Modify manufacturer's standard drawings to delete information, which is not applicable to the Contract. Supplement standard information with additional information applicable to this Contract.
  4. Modify Manufacturer's standard catalog cuts, brochures, diagrams, schedules, performance charts, illustrations, calculations, and other descriptive data to delete information, which is not applicable to the Contract. Indicate dimensions, clearances and performance characteristics.
  5. Modify manufacturer's printed installation, erection, application, and placing instruction to delete information, which is not applicable to the Contract.
- C. Samples:
1. Review of samples will be for color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
  2. Submit samples for approval of the following materials and assemblies prior to proceed with work.
  3. Paint showing color and texture (minimum 8" x 10" plate).
  4. Acrylic plaque material (minimum 8" x 10" sample, all colors).
  5. Sample or substantial portion of each sign type, featuring complete extrusion and final finishes, showing construction methods and connections for all indicated sign types. One finished sample or portion of each as follows:  
*Illuminated Ceiling Mounted Directional Sign*  
Provide 12'-0" pigtail cord from sign enclosure for internally illuminated samples. The sign sample, when approved, will be used as a standard for other fabrication of that type and returned to Contractor for incorporation into the completed work.
  6. Typography: Contractor shall submit sample messages of the word "Baggage Claim" in specified font, spaced at "Tight", "Normal" and "Wide" spacing, for approval of letter interspacing and quality of typesetting. Type face as shown on drawings is based on Caslon upper and lower case, unless otherwise noted.
  7. Sign Face Patterns: Submit full-size sign face drawings drawn to accurately show the relationship of all typography and symbols to each other and to the sign border and a description of method of executing work. Electronic files for sign layouts are available from the Owner to be used as a guideline only for Contractors layout patterns. Patterns shall be approved by Owner before proceeding with work.

## Addendum 1, Attachment 2

Contractor shall allow for a reasonable amount of revision and re-arrangement of the copy at this stage in the Contract Scope.

8. Sign Face Layouts show typical sign messages. See Sign Schedule for specific message at each sign location. Provide separate shop drawing for each message.

D. Shop Drawings:

1. Ensure that shop drawings are consistent with and conform to contract drawings.
2. Include information and dimensions necessary for manufacture and installation but not covered in or at variance with information in manufacturer's literature. Include the following:
  - a. Contract title and number.
  - b. Respective Contract Drawing numbers, date and revision number.
  - c. Relation to adjacent structure or materials.
  - d. Field dimensions, clearly identified as such.
  - e. Applicable standards, such as ASTM or Federal Specification number.
  - f. Identification of known deviations from the Contract Drawings and Specifications.
  - g. Contractor's stamp, initialed or signed, certifying compliance with the Contract Requirements.
  - h. Verification of field measurements.
  - i. Compatibility of the work shown thereon with that of affected trades.
  - j. Respective master sign numbers.

- E. Test Reports: Provide manufacturer's report on durability, resistance to wear and corrosion and performance characteristics under variable lighting and environmental conditions upon request from Owner.

- F. Maintenance Data: Submit one (1) review set and three (3) final copies of bound volumes providing data on, and operation of maintenance procedures for all finishes, material and equipment for signs installed on the project. Manual shall be made available before completion of the installation. Include the following:

1. Index
2. Name, address and telephone numbers of contractor, suppliers and installers.
3. Name, address, and telephone numbers of manufacturers' nearest service representative.
4. Name, address and telephone number of nearest parts vendor.
5. Copy of guarantees and warranties issued to, and executed in the name Alexandria International Airport.
6. Anticipated date the Owner assumes responsibility for maintenance.
7. One (1) copy of approved shop drawings and update sign schedule reduced to 8-1/2 inches by 11 included with changes made during construction and installation.
8. Inspection and adjustment procedures.
9. List of manufacturer's recommended spare parts, price and quantities for two (2) years of operation.
10. List of special tools and equipment required for the maintenance, adjustment, and repair of the equipment.
11. Scale and corrosion control procedures.
12. Ordering information for changes to sign text.
13. Information concerning all facets of maintenance and repair procedures for all sign types within the scope of this contract.

## Addendum 1, Attachment 2

14. Recommend cleaning procedures and products for each sign material and finish.

G. Structural Calculation: Provide structural design calculations by a structural engineer registered in the State of Louisiana referenced to shop drawings, demonstrating compliance with structural requirements specified.

### 1.08 DELIVERY, STORAGE AND HANDLING

A. Delivery:

1. Contractor shall deliver all materials designated under this Contract in the quantities and on the dates indicated, according to the Owner approved schedule as submitted by the Contractor. Shipping and unloading of equipment at the site shall be paid by the Contractor.

B. Shipment:

1. All signage assemblies and components shall be shipped in sections capable of being readily assembled and connected at destination. Split sections and interconnections shall be clearly shown on the drawings submitted for approval.

2. Each item shall be carefully protected for shipment in a manner to preclude the possibility of damage including the finish on the exterior. The finished signs shall be free from defects such as ragged edges, cracks, scales or blisters, and the legend shall be clean-cut. Signs shall be packed in accordance with commercially acceptable standards with recommended slip sheet paper on the sign face and padding against the sign face for mounted signs. Signs shall not be permitted to become wet in shipment. All other hardware or easily damaged items shall be packaged, packed and shipped in accordance with the best commercial practices.

C. Storage:

1. If the Contractor ships to a warehouse prior to site delivery, then the equipment shall be packaged for long-term storage.

2. During storage in the Contractor's facilities or at selected Contractor warehouses, the Contractor shall be responsible for the security and preservation of the signs in accordance with the best industrial storage practices until required at the work site. Store signs in areas protected from the weather and all other hazards. Do not store sign in contact with the ground. Prevent condensation on signs while in storage. Contractor shall assume complete responsibility for sign insurance coverage protection while in storage for any reason, and for safe handling and transportation to storage and to the site.

### 1.09 SIGNAGE INSPECTION

A. All signs shall be inspected and approved by the Contractor at the sign fabricator's plant. Upon completion of all signs and Contractor's inspection and approval, the Contractor shall affix a "FABRICATION APPROVED" label to the sign. Signs without "FABRICATION APPROVED" label, with approval by the Contractor, shall not be permitted on the project site. Contractor shall provide "FABRICATION APPROVED" labels.

## Addendum 1, Attachment 2

- B. Review and approval of the samples and shop drawing submittals by the A/E (per sub-paragraph 1.07) is intended to be a means of facilitating the work, quality assurance and avoiding errors so far as possible. It is expressly understood that sample and shop drawing review and approval by the A/E does not relieve the Contractor from responsibility for material or fabrication defects or errors and the necessity for replacement or correction of rejected materials and workmanship.
- C. The "FABRICATION APPROVED" label shall in no way relieve the Contractor from responsibility for damage during installation or satisfactory operation of the signs after installation.
- D. Structural Calculations: Where materials or fabrication are indicated to comply with certain performance standards, include structural computations, materials properties and other information needed for structural analysis during the A/E sample and shop drawing submittal review process.

### 1.10 SITE CONDITIONS

#### A. Structural Dimensions:

1. The Contractor shall note that the dimensions given on the Contract Drawings are approximate and the Contractor shall be responsible for field verification of dimension prior to fabrication and installation of the signs.
2. The Contractor shall follow the contract drawings in setting out his work and check drawings of other trades to verify dimensions of spaces and equipment of others in those areas where signage will be installed. Where space conditions are found to be inadequate, Owner shall be notified before proceeding with the installation.

#### B. Project Area:

1. Location of Signs: The approximate location of signs is indicated on the contract drawings of this project and shall be verified by Owner with the Contractor at the project prior to installation of the mounting plates or brackets. Reasonable change in location from that shown shall be considered part of Contract.
2. Notification: Notify Owner, in writing, 3 work days prior to installation of plates or brackets or other anchoring devices in a given area.

### 1.11 WARRANTY

- A. The Contractor shall warranty all signs against defects in paint, structural integrity, operations, general appearance and electrical parts, except lamps, for a period of five years. Lamps shall be warranted for a minimum of one year. Originals of all warranty documents from material or subsystem equipment suppliers shall be forwarded by the Contractor to Owner for review before final acceptance.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

## Addendum 1, Attachment 2

- A. All materials shall be new and free from defects upon completion of the Contractor's work and, unless other standards are specified elsewhere in the Contract Documents, shall be of the best type and quality available for the purpose. All material shall be the products of manufacturers or suppliers of established good reputations regularly engaged in the furnishing of such materials. Components and subsystems shall be manufactured items, which have been in successful regular operation under comparable conditions. All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Contract Documents. No parts, components, fixtures, accessories or appurtenances shall contain or be constructed with materials containing PCB's or related chemical compositions.
- B. Screen Printing Paints: Provide exterior grade screen printing enamel paints suitable for subsurface printing on acrylic sheet and glass.
- C. Acrylic Sheet:
1. Provide in the thickness specified and of a quality equal to the following approved manufacturers, unless noted otherwise:  
Attohaus  
Acrylite  
(or equal)
  2. Clear: Provide colorless cast acrylic with standard gloss finish equal to Attohaus GM or Acrylite GP.
  3. Non-glare: Provide Shinkolite non-glare cast acrylic manufactured by Mitsubishi.
  4. White Translucent Sheet: Where sheet material is indicated as "white", provide white translucent sheet of density required to produce uniform brightness and minimum halation effects.
- D. Custom Aluminum Extrusions and Structural Shapes: Contractor to fabricate extrusion in accordance sizes and configurations shown on drawings. Extrusions shall meet the following standards:
1. Alloy and Temper: Provide alloy and temper designation 6063-T5, or as recommended by fabricator appropriate for color.
  2. Extruded Shapes and Tubes: ASTM B-221 or B-308 (6061-T6)
  3. Plate and Sheet: ASTM B-209
  4. Edges: Ease all exposed extrusion edges to 1/32" radius.
  5. Anodizing: Aluminum members shall be anodized to a minimum depth of 4/10,000-inch with a clear finish, conforming to sulfuric anodizing AA-C22A31 specifications and ASTM B-136-84. Provide with clear anodized finish color.
- E. Steel: To be provided in the form indicated complying with the following:
1. Carbon grade steel for all-purpose bolted or welded construction shall conform to ASTM A-36.
  2. Structural tubing shall conform to ASTM A-500-78 Grade B.
  3. Bolts and nuts other than high strength shall conform to ASTM A-307, Grade A.
  4. Welding electrodes and rods shall conform to AWS Code D1.1.
  5. High tensile strength bolts shall conform to ASTM A-325, Type 1 or 2.
- F. Stainless Steel: To be provided in the sizes and configuration shown on drawings and meeting the following standards.

## Addendum 1, Attachment 2

1. Stainless steel: AISI type 302 and 304
    - a. Plate and sheet: ASTM A167
    - b. Bar stock: ASTM A276
    - c. Tubing: ASTM A269
  2. Provide stainless steel plate in No.4 brushed finish, unless otherwise noted.
- G. Fastening:
1. Fasteners and Screws: Provide aluminum or stainless steel bolts, nuts, screws and lock-washers. Screws shall be recessed and tamper resistant where required. Samples shall be submitted for acceptance prior to final fabrication of sign components.
  2. Anchors and Inserts: Use corrosion resistance anchors and inserts as required.
  3. Brackets: Fabricate brackets and fittings for bracket mounted signs from extruded aluminum to suit sign panel construction and mounting conditions indicated. Factory painted brackets in a color matching the background color of the sign panel.
  4. Separation: Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials by complying with requirements specified under paragraph "dissimilar Materials" in the Appendix to AAMA 101.
- H. Glue and Tape: Acrylic sheet may be glued or taped with commercial grade material compatible with acrylic sheet products and silk screen inks.
- I. Acrylic and Aluminum Composite Sign Panels: Construction shall be of a combination of clear cast acrylic sheet bonded to an aluminum perimeter frame of such dimension and thickness as to provide rigid panel support and connection to the sign cabinet. Provide in the sizes and configurations specified with integral returns and opaque color backgrounds. Message and graphics to be white translucent with ATA (Air Transport Association ) symbols unless otherwise specified.
- J. Plywood: Exterior grade in thickness= shown.
- K. MDF: Medium density fiberboard in thickness= shown.
- L. Plastic Laminate: (TBD )
- M. Etching Filler Paint: Provide black exterior grade paint, fast drying and suitable for permanent application to aluminum.
- N. Grout: Non-shrink epoxy grout, 4,000 psi minimum.
- O. Sealant: One part elastomeric sealant, ASTM C-920, non-sag, manufacturer's standard dark grey. Provide primer as recommended by manufacturer of sealant.
- P. Continuous Hinges: Medium gauge aluminum alloy, as manufactured by Stanley. Size according to manufactures recommendations.
- Q. Latching: Provide Hidden Panel-latching System, near-edge latching style - push-button operated.

### 2.02 TYPOGRAPHY AND SYMBOLS

## Addendum 1, Attachment 2

- A. Typography shall be provided in the following type styles and as shown on Sign Layout Elevations and Layouts in the drawings. Contractor shall use typography as manufactured by Gerber Scientific Products, Inc., Anagraph or equal.
- B. Type face shall be Caslon unless otherwise noted, upper and lower case.
- C. Symbols shall be provided utilizing the Air Transport Association (ATA) system of symbols.
- D. Arrows shall conform in size, stroke and positioning to those shown on the drawings.

### 2.03 SIGN CABINET

- A. General: Drawings indicate material, thickness, finishes, color, designs, shapes, sizes and details of construction.
- B. Requirements: Materials and fabrication shall meet the following requirements:
  - 1. Sign sizes as shown on sign schedule.
  - 2. Sign face shall be aluminum construction with flush-mounted translucent messages and push-thru symbols on opaque background color. Sign message and graphics to be translucent acrylic or films as shown in drawings. Exterior of aluminum cabinet and supporting structure to be painted.
- C. Illumination: Non-translucent sign face area surrounding message text (background) shall be completely opaque and free of pinholes in order to block any transmission of light from within.
  - 1. Paints, inks, resins and other materials used shall be compatible and guaranteed not to cause discoloration, deterioration or delamination of any materials used in fabrication.
  - 2. Cleanability: Signs shall be cleanable with methyl ethyl ketone (MEK), soap detergents and other similar non-abrasive cleaners without damage to the sign surface. Contractor shall provide complete cleaning instructions.
- D. Fabrication:
  - 1. Fabrication of all metal parts shall be accomplished in a uniform workmanlike manner. All joints and seams in the exposed surfaces shall be precise and tight fitting with no light leaks. Any exposed edges shall be painted to match the color and texture of the exposed face.
  - 2. Fabricate and finish assemblies as much as possible in the shop. Neatly cut components and weld continuously in accordance with ASTM and AWS recommendations. Grind exposed welds flush, smooth and regular to blend with adjacent surfaces. Cut, drill and tap as required for field assembly and installation.
  - 3. Coordinate with building structural system, mechanical and electrical appurtenances and equipment for exact location and fabrication of support system.
  - 4. Additional Special Framing: Provide additional steel sign support framework, plates or brackets as required for special conditions encountered on-site, to ensure structural integrity of signs, to satisfy performance requirements.
- E. Expansion/Contraction: Provide for expansion and contraction of the sign face, without bowing, warping, or exposure of light leaks, to a range of ambient temperatures from 95°F to 45°F, taking into account the added temperature of the ballast and lamps.



## Addendum 1, Attachment 2

- F. Heat Dissipation: Provide means to adequately and safely dissipate heat from the ballast and lamps, ensuring that light leaks and moisture and dust penetration do not result, and that ballast life is unaffected.
- G. Joints: Vertical and horizontal joints in the sign faces shall be true, tight, and unnoticeable with respect to shows, dark strips, light strips, gaps, light leaks, or mismatched transparency of adjacent panels. Location and frequency of joints shall be only as shown on the drawings. Provisions shall be made to ensure that joints will remain true and tight under conditions of expansion and contraction of the faces, and under conditions of reinstallation of lamps and ballasts by maintenance crews.
- H. Removability: Sign faces shall be removable and replaceable, without damage to the faces or the sign cabinet assembly.
- I. Manufacturer's Identification, Date, Sign Number: Illuminated signs, shall have a label showing the manufacturer's name, date of manufacture and numbers of the sign as shown on the plan (sign number and elevation number) all in 1/4-inch letters. Label shall be clear material, with black letters and be inconspicuously placed on the sign. Maximum label size shall be 1-inch by 3-inch.
- J. Interior Paint: Interior surfaces and parts (except translucent faces, but including the inside of opaque portions of sign faces) shall be painted two (2) coats reflective white with a non-combustible paint compatible with the receiving surface.
- K. Pendants: Aluminum pipe, attachment plates, and escutcheon plates to be sized as shown on drawings and painted to match cabinet.
- L. Mounting: Signs are either pendant hung, flush ceiling mounted, wall-mounted, projecting, or fascia mounted, as shown on the elevation drawings. Field verify sign locations for obstruction of light fixtures, air ducts, fire alarm speakers and other items that may obstruct the mounting of the signs.
- M. Fastenings: Unless otherwise indicated, use concealed fasteners fabricated of materials that are non-corrosive to either sign material or mounting surface.
- N. Accessibility: Provide for easy access by the District's maintenance crews to interior of the sign cabinet for installation of lamps and ballast. Provide for easy removal and easy, accurate installation of the sign face by maintenance crews. Provide a means of holding the sign face open for maintenance work.

### 2.04 TACTILE & NON-TACTILE PLAQUE SIGNS

- A. Requirements: Materials and fabrication shall meet the following requirements:
  - 1. Sign sizes as shown on Sign Schedule, construction details as shown on Elevation Layout drawings
  - 2. Paints, inks, resins and other materials used shall be compatible and guaranteed not to cause discoloration, deterioration or delamination of any materials used in fabrication.
- B. Cleanability: Signs shall be cleanable with methyl ethyl ketone (MEK), soap detergents and other similar non-abrasive cleaners without damage to the sign surface. Contractor shall provide complete cleaning instructions.
- C. Mounting: Signs are installed as shown on the elevation drawings. Field verify sign locations for obstruction of light fixtures, air ducts, fire alarm speakers and other items that may obstruct the mounting of the signs.
- D. Fastenings: Unless otherwise indicated, use concealed fasteners fabricated of materials that are non-corrosive to either sign material or mounting surface.

## Addendum 1, Attachment 2

- E. Configurations: Sizes and methods of installation shall be as shown on the drawings and sign schedule.
- F. Non-Tactile Signs: Faces shall consist of a 3/8" thick sign panel. Graphics shall be screen printed on opaque background using enamel inks. Text color shall be beige or as specified. See drawings for detail.
- G. Silk-screen: Use first surface silk-screen process to print non-tactile copy; with an opaque background color coating. Background color shall have a matte finish.
- H. Vinyl: As an option to silk-screening, the non-tactile sign subsurface graphics may be accomplished with vinyl adhesive letters for overhead signs or locations out of public access.
- I. Tactile Signs: Faces shall consist of minimum 5/8" text in all caps. Text shall be raised a minimum of 1/32" above the surface of the sign panel. Grade 2 Braille shall be provided in a minimum text height of 3/8". Top surface shall be minimum .187@ thick photopolymer with raised text and Braille etched in relief on the front surface of the sign panel. Typical panel background, finish shall be matte. Text color shall be beige or as specified. See drawings for details.
- J. Tactile & Non-Tactile Finish: Non-glare, between 25 degrees to 35 degrees of gloss in its natural condition. Non-tactile sign backgrounds are to be subsurface painted. Tactile sign backgrounds are to be surface painted. Edges are to be straight, polished, free from saw marks and other imperfections. The corners of the sign are to be square. Top and bottom layered edges shall be flush.
- K. Tactile & Non-Tactile Graphics: Non-tactile text is applied to the first surface of the sign face using enamel screen print inks. Messages shall be phototypeset and silk-screened in beige, or applied with matching beige vinyl adhesive letters. Tactile text is to be relief etched into the front surface of sign panels. Apply text color to panel before applying lettering mask to create etched text. After etching panel leave lettering mask in place as painting mask for application of background color. Remove mask after background paint has dried sufficiently. Braille text shall be background color.
- L. Tactile & Non-Tactile Typography: tactile and non-tactile sign lettering and graphics shall be provided in the sizes and letter styles as shown on the drawings and sign schedule. All lettering shall be executed in such a manner that all edges and corners of the letter forms are correctly spaced, true, clean, photographically precise and must accurately reproduce the letter form.
- M. Glass mounted signs to have 1/16" acrylic back-up panel attached with foam tape to opposite side of glass. Second surface to be painted to match sign background.

### 2.05 SIGN COMPONENT PAINTING

- A. General: Painting of all steel and aluminum, and painting of sign faces, where approved, shall be with Urethane Enamel, "Polane T" by Sherwin Williams, "Grip-Gard" by Akzo, or equal, unless noted otherwise.
- B. The painting of sign components shall be performed only by craftsmen skilled in painting and experienced in producing quality work. Lines shall be sharply cut.
- C. Shop conditions of the sign manufacturer shall be clean, free of dust, with temperatures conforming to manufacturer's recommendations.
- D. Application of shop painting shall be by spraying except where inaccessible surfaces require brushing. Adjoining or adjacent surface shall be protected against any discoloration.

## Addendum 1, Attachment 2

- E. Touch-up and finish any damaged surfaces of signs to match adjoining surfaces after erection.
- F. Areas of painting and touch-up in the field shall be properly labeled to protect the public from contact with wet paint.
- G. Colors shall be as shown on drawings. After one manufacturer's product of a certain color and purpose has begun application, it shall be used throughout the job. No paint of different brands may be mixed together or blended onto surfaces.
- H. Conform to the manufacturer's recommended preparation for all surfaces.

### 2.06 SILK-SCREEN

- A. Silk-screening of signs shall be by applicators skilled and experienced in producing quality sign work, as required by Section 1.06 QUALITY ASSURANCE.
- B. Silk-screen paint where required shall be enamel.
- C. Standards: All screened images must exhibit clearly defined edges, no obtrusive screen patterning, fully built-up ink or paint over the entire surface of the image and no drips, runs, bleed-thru or discoloration of any kind.
- D. Shop Fabrication: To the greatest extent possible all screened graphics work shall be done under shop conditions to minimize impairment of the work by dust, water, adverse temperatures or damage.
- E. All sign text shall be white, unless otherwise indicated.
- F. Delivery of Materials: All surfaces bearing a graphic image which are part of the project must be covered with a protective cover of plastic or paper during shipment to job site and delivery. An uninstalled image surface must be protected similarly before delivery to the Owner.
- G. Films: All film negatives or positives used for production of the final screens shall be neatly packaged and delivered to the Owner at the end of the project to facilitate future sign revisions or replacement.

### 2.07 VINYL ADHESIVE LETTERS

- A. Vinyl adhesive letters shall be manufactured from pressure-sensitive vinyl and cut with a smooth beveled edge, of between 15 to 45 degrees on the perimeter (including inner edges) of the letter form.
- B. Vinyl text unless otherwise indicated shall be white.

### 2.08 DIMENSIONAL LETTERS

- A. The following sign types require dimensional letters:
- B. Requirements: Provide 3/16" thick water jet cut aluminum metal letters to comply with aluminum manufacturing process, finish, style, size and message content. Finish to be clear anodized and painted.
- C. Mounting: Letters shall be mounted using standard fastening methods recommended by the manufacturer for the letter form, type of mounting and wall construction. Provide heavy paper template to establish letter spacing and to locate holes for fasteners.

### 2.09 ELECTRICAL WORK

- A. Electrical work shall include provision of electrical raceways and wiring within the sign and points of attachment for electrical components (i.e., electronic ballast, lamp fixtures, disconnect switch, etc.).

## Addendum 1, Attachment 2

- B. General: Materials and equipment shall be new and UL approved for purpose used. All work shall be installed in accordance with requirements of:
1. Signs of up to 150 volts require a disconnect switch at the breaker feeder with a SW breaker.
  2. Signs more than 150 volts require a disconnect switch on the outside and top of the sign or within easy access on the interior of the sign. Outside switches to be as small as possible and match sign color in color.
  3. The Contractor shall furnish and install all electric lamps for fixtures. Lamps broken or burned out during the course of construction shall be replaced without additional cost to the District.
  4. Upon completion of installation of interior lighting fixtures and after building circuitry has been energized; apply electrical energy to demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units and proceed with retesting.
- C. Sign Electrical Materials:
1. Ballasts - All ballasts shall be energy efficient electronic type; Advance, Triad-Utrad or equal. Ballasts shall operate with a low noise level in the location where installed. Ballasts shall be provided with ballast protection per Article 410-73 of the NEC. All fixtures located in areas subject to outside temperatures shall have low temperature electronic ballasts.
  2. Lamps - Fluorescent lamps shall be 265 MA G.E. T8 Octron or approved equal from Sylvania or Westinghouse. Color temperature of fluorescent lamps shall be 4100 K. Lamps to be evenly distributed full height and width of sign.
- D. The Contractor shall furnish and install conduits and wiring from Sign Cabinets to the appropriate J-boxes. Verify J-box location prior to connection.

### PART 3 - EXECUTION

#### 3.01 INSPECTION

- A. Dimensions/Tolerance: Contractor required to verify the construction site details prior to scheduling work in the field. Contractor shall verify with the Owner at the work site the existence of support structures and location of signs.
- B. Flatness/Plumb: Verify surface conditions for flatness, curvature and plumb.

#### 3.02 PREPARATION

- A. Field Measurements: Examine the substrates and conditions under which the signs are to be installed and verify that all such work is complete for proper installation of the signs.
- B. Protection: Structure, equipment, fixtures and surfaces adjacent to or nearby the work area shall be protected in such a manner that damage or discoloration is prevented. Coordination with the general contractor is mandatory.

#### 3.03 INSTALLATION / APPLICATION / ERECTION

## Addendum 1, Attachment 2

- A. Install sign units and components at the locations shown or scheduled, securely mounted. Verify clearances and anchorage methods and final location of each sign with Owner before installation.  
Some reasonable adjustment of location shall be assumed as part of the basic work.
- B. Non-illuminated signs shall be mounted using concealed fasteners, unless otherwise shown on the drawings.
- C. Install level, plumb, and at the proper height. Caulk as shown and required. Cooperate with other trades for installation of sign units to finish surface. Repair or replace damaged units as directed by the Owner.

### 3.04 FIELD QUALITY CONTROL

- A. The Contractor shall provide a field quality control individual who:
  - 1. Has absolutely no responsibility for actually performing the work.
  - 2. Has unquestionable authority to direct the installation forces in the performance of the work in order to provide a quality installation.
  - 3. Has responsibility to ensure consistent quality of installation and adherence to specifications throughout the job.
  - 4. Has the responsibility to coordinate all test and inspections required, including manufacturer's field service groups, and complete all documentation of the tests and inspections.

### 3.05 ADJUSTING AND CLEANING

#### Cleaning:

- 1. Contractor shall be responsible for removing its work-related rubbish and trash on a daily basis.
- 2. On completion of sign installation, examine painted surfaces and carefully touch-up and repair marred or damaged spots, rework surfaces that have been repaired by other trades, clean off misplaced paint and leave the entire work in first-class conditions, acceptable to Owner. Areas of painting and touch-up shall be properly labeled to protect the public from contact with wet paint.
- 3. Damage or discoloration caused by Contractor to the building or related equipment shall be restored to condition acceptable to Owner.
- 4. Signs under this contract shall be cleaned after installation to the satisfaction of Owner. The Contractor shall not use cleaning solvents that would be harmful to the sign finish.

#### B. Adjustments:

Final leveling and other minor movements shall be accomplished prior to turnover and acceptance by the Owner.

#### C. Protection:

The Contractor shall protect installed work prior to acceptance by the Owner.