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**ROANOKE REGIONAL AIRPORT COMMISSION**  
**REQUEST FOR PROPOSAL NUMBER 18-008**  
**PART I - INSTRUCTIONS TO PROPOSERS**

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**REQUEST FOR PROPOSALS**  
**MANAGEMENT AND OPERATION OF**  
**PUBLIC PARKING FACILITIES AT**  
**ROANOKE-BLACKSBURG REGIONAL AIRPORT**

**I. Introduction**

The Roanoke Regional Airport Commission ("Commission") is seeking proposals from qualified firms ("Proposer" or "Respondent") interested in managing and operating the public parking facilities, and performing maintenance, cleaning and upkeep of the three public parking areas: main lot, hourly parking lots and the overflow lot ("Public Parking Facilities") at the Roanoke-Blacksburg Regional Airport.. The enclosed documents provide the instructions, background information, forms, and proposed Management Agreement from which Respondents are to develop their proposals to the Commission.

**II. Instructions to Proposers**

A. Interpretation of Request for Proposal Documents:

Each Proposer shall carefully examine the Request for Proposal (RFP) documents and all addenda or other revisions and thoroughly familiarize itself with the detailed requirements prior to submitting a Proposal. Should a Proposer find discrepancies or ambiguities in, or omissions from the RFP documents, or should it be in doubt as to their meaning, it shall at once, and in any event, not later than 2:00 p.m. on May 23, 2018, notify the Commission's Property Manager, Patricia Thompson in writing, by e-mail at [patt@flyroa.com](mailto:patt@flyroa.com), or by fax at (540) 563-4838, of the nature of the problem or question. Said Property Manager will send written Addenda to all Proposers where necessary. Proposers shall not seek nor be entitled to rely upon any oral instructions, statements, or interpretations by representatives of the Commission. All Addenda sent to Proposers will become a part of the RFP documents.

B. Compliance with state law; Foreign and domestic business authorized to transact business in the Commonwealth: Every proposer shall include in its proposal the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the proposer is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, the proposer or shall include in its proposal a statement describing why the proposer is not required to be so authorized. Any proposer that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Commission's Executive Director. **Form included as Attachment A to Part III.**

C. **Pre-Proposal Conference:**

1. A mandatory **pre-proposal conference** will be held Monday, **May 7, 2018, 2:00 PM** at the Commission General Offices, Conference Room A, 2nd Floor Terminal Building, 5202 Aviation Drive, Roanoke, VA 24012.
2. The purpose of the pre-proposal conference will be to discuss the requirements of the RFP, and to tour the existing public parking facilities and ready return lot; no other discussion or site visits will be offered or allowed. Reservations can be made by telephone, fax, or email to:

Patricia Thompson  
Commission Secretary  
Roanoke Regional Airport Commission  
5202 Aviation Drive  
Roanoke, VA 24012  
Telephone: (540) 362-1999  
Fax: (540) 563-4838  
Email: patt@flyroa.com

3. Modifications of or clarifications to the RFP resulting from the pre-proposal conference will be made available to all Proposers of record who requested proposal packages.

D. **Proposal Format:**

All firms (Proposers) which would like to be considered for a contract to manage and operate the public parking facilities at the Roanoke Blacksburg Regional Airport are required to complete and submit the Proposal Form included in Part III, together with the supporting information requested therein. Proposers are required to complete all parts of the form and provide all required information.

E. **Submission and Opening of Proposals:**

1. The original and five (5) copies of the Proposal shall be mailed or delivered by Respondent in a sealed envelope clearly marked in the lower left hand corner "PROPOSAL FOR MANAGEMENT AND OPERATION OF PUBLIC PARKING FACILITIES AT ROANOKE BLACKSBURG REGIONAL AIRPORT" to the offices of the Airport Commission no later than 4:30 p.m. on Wednesday, June 13, 2018. Proposals must be addressed as follows:

Commission Secretary  
Roanoke Regional Airport Commission  
5202 Aviation Drive  
Roanoke, VA 24012

2. Only proposals received in the Commission's Administrative Offices, Second Floor Terminal Building, prior to the date and time specified in E. (1) above shall be considered. Proposals received after said time and date will be returned unopened. The time and date of receipt shall be recorded on the envelope(s). There shall be no public opening of proposal submissions.
3. All proposals submitted pursuant to this RFP will become the property of the Commission and will not be returned. However, if any portion of the proposal qualifies

under applicable law and is marked proprietary or confidential and is highlighted, this portion can be returned after award of the contract, if requested.

4. Proposals submitted shall be firm and irrevocable for a period of ninety (90) days from submission.
5. A Certified or Cashier's Check on any national or state bank in the amount of \$5,000, made payable to the Roanoke Regional Airport Commission, must accompany each Proposal as a guarantee that the Proposer will not withdraw its Proposal for a period of 90 days after opening of the Proposals, and in the event the management contract is awarded to the Proposer, it will, within 15 days after Notice of Award and Acceptance of its management contract, enter into an agreement with the Roanoke Regional Airport Commission, failing which it shall forfeit the amount submitted as liquidated damages.

### **III. Evaluation and Selection Process**

#### **A. Competitive Negotiation.**

The Commission has determined that competitive sealed bidding is not practicable, nor fiscally advantageous, for the procurement of services for the management and operation of the public parking facilities at the Roanoke Regional Airport; therefore, these services are being procured by competitive negotiation pursuant to the Commission's procurement procedures.

#### **B. Factors To Be Used In Evaluating Written Proposals.**

The following factors shall be used by the Commission in evaluating the completed Proposal and determining the two or more proposers deemed to be fully qualified and best suited to provide the requested services. These factors may also be further evaluated by the Commission based upon unannounced visits by Commission staff to one or more of Proposers' operations, as well as by reference checks.

1. Responsiveness to Request for Proposals
  - a. Requested information was provided.
  - b. Proposal was clear and concise.
  - c. Proposal evidences a clear understanding by Respondent of the nature and scope of services being requested.
2. The rate of "Percentage Compensation" offered by Proposer
3. Proposer's Financial Capability to Provide the Services
  - a. Financial ability to staff, equip and operate the public parking facilities at the Airport.
  - b. Demonstrated strong financial history.
  - c. Quality of financial references.
4. Proposer's Overall Capability to Provide the Services
  - a. Number of years Proposer has been in parking management business.
  - b. Relevant parking management and operations experience,

- provide examples and recognized results.
- c. Recommendations for new and innovative technology that would serve small or non-hub airports and promote faster entry and exit within the parking facility:
  - (i) Recommended payment methodologies, and its pros and cons
  - (ii) Incentives to create increased traffic and generate additional revenue
  - (iii) Recommendations for customer service enhancements, i.e. benefits and rewards for being a loyal customer
  - (iv) Recommendations for parking lot configurations for small or non-hub airports to promote faster service, recognizing benefits and disadvantages
- d. Actual experience in managing parking operations at a small or non-hub airport
- e. Relevant experience and qualifications of key personnel
- g. Experience and approach in the recruitment and training of managers and other employees
- f. Financial management and revenue control experience
- g. Quality of Proposer's operations at other airports
- h. Parking Trends: future relevance of electric vehicles, charging stations in airport parking lots and management of driverless cars
- 5. Proposer's Similar Experience
  - a. Experience demonstrates or evidences ability to competently address the requirements and needs of public parking facilities at small or non-hub airports, operating 24 hours per day.
  - b. Knowledge and experience with purchasing, maintaining and upgrading parking and revenue control equipment, technology and installations, especially those brands currently existing at the Roanoke Blacksburg Regional Airport.
  - c. Experience evidences the ability to competently undertake and operate a safe and reliable shuttle service throughout the public parking lots.
  - d. Experience and submission evidences the competence to develop a management and operation's plan to meet the needs of the Airport's public parking requirements.
- 6. Proposer's Submissions
  - a. Proposer's operating and management concept meets the goals and objectives of the Roanoke Regional Airport Commission.
  - b. Proposer's preliminary financial plan evidences the Proposer's ability to upgrade or replace equipment while at the same time maximizing gross receipts from the Airport's public parking facilities.
  - c. The quality of Proposer's recommendation for improving, upgrading, maintaining, and operating parking and revenue control equipment.
  - d. Proposer's annual budget submission meets the Commission's financial and operations objectives.
  - e. Proposer's staffing submission meets the operational needs of the Commission.

C. Selection Procedure:

Based upon the factors outlined in Section B above, the Roanoke Regional Airport Commission representatives will select no less than two Proposers as being fully qualified and best suited among those submitting Proposals to provide the requested services on the basis of the Factors listed in Section B above.

Negotiations shall then be conducted with each of the Proposers so selected. Such negotiations may include in-person presentations and interviews, submission of supplemental written information, etc. This negotiation process may also include, but not be limited to, evaluation/negotiation of the following:

1. Additional reference checks regarding past and present parking operations.
2. Evaluation of Proposers' current operations.
3. The proposed rate of "Percentage Compensation".
4. Proposer's approach to developing the content of a quality operational plan, policies and procedures to address the needs of Roanoke Blacksburg Regional Airport's public parking facilities and its parking patrons.
5. Proposer's proposed pro forma financial plan.
6. Proposer's proposed rate of pay for site personnel.
7. The proposed Site Manager and the means and manner for selecting the Manager and any replacement Manager.

Based upon the results of these negotiations and the information gained during the written proposal stage of the selection process, selected members of the Commission's representatives shall select the Proposer, which in the joint opinion of the representatives, has made the best proposal.

If after the written proposals are reviewed, the Commission representatives shall determine in writing that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and recommended by the Executive Director for award by the Commission to that Proposer.

D. Contract Award:

It is expected that the Executive Director will make a recommendation of contract award to the Roanoke Regional Airport Commission for its consideration and approval. Formal award of the contract will be made by the Commission after considering the recommendation of the Executive Director.

E. Rejection of Proposals:

The Commission reserves the right to accept or reject any and all proposals, and to waive any informalities in any proposal. The Commission reserves the right to negotiate with the selected Proposer in order to best serve the needs of the Commission, in respect to both cost and effectiveness.

F. Execution of Contract:

The successful Proposer shall be required, within fifteen (15) consecutive calendar days after the receipt of a notice of contract award, to execute and return the contract as negotiated, as well as any required insurance documentation and performance guarantees. Should the successful Proposer fail to execute and return the contract, required insurance and the performance guarantee within the time allowed, the Executive Director may proceed to complete negotiations with the next highest ranked Proposer and the Commission will rescind the earlier award and re-award the contract at a later meeting.

G. Final Award:

The award shall not be final and effective, nor shall the Commission be legally bound, until the fully executed contract is returned to the successful Proposer.

IV. Proposed Schedule For Proposal Process

The following is a tentative schedule which has been established by Commission for the proposal process to select a successful Proposer to manage and operate the public parking facilities at Roanoke Regional Airport.

This schedule shall be subject to modification by Commission at its sole discretion:

- **RFP issued – Monday, April 16, 2018**
- **Mandatory Pre-Proposal Conference – Monday, May 7, 2018 2:00 p.m**
- **Proposer’s final questions submitted – Monday, May 23, 2018 2:00 pm.**
- **Commission responds to Proposers questions – no later than May 31, 2018**
- **Proposals due – Wednesday, June 13, 2018, 4:30 pm**
- **Commission Staff reviews proposals – June 14-18, 2018**
- **Commission Staff notifies Proposers selected to be interviewed –June 20-22, 2018**
- **Commission Staff interviews selected Proposers – June 27-28, 2018**
- **Commission notifies Selected Proposer - Thursday, July 9, 2018**
- **Management Agreement sent to Successful Proposer – July 9, 2018**
- **Management Agreement signed and returned by Selected Proposer - July 16, 2018.**
- **Executive Director recommends and Commission awards contract - July 17, 2018**
- **Management Agreement signed by Commission - July 18, 2018**
- **Successful Proposer’s Contract begins August 1, 2018 , 12:00 midnight.**

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**ROANOKE REGIONAL AIRPORT COMMISSION  
REQUEST FOR PROPOSAL NUMBER 18-008  
PART II - INSTRUCTIONS TO PROPOSERS**

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**REQUEST FOR PROPOSALS  
MANAGEMENT AND OPERATION OF  
PUBLIC PARKING FACILITIES AT  
ROANOKE BLACKSBURG REGIONAL AIRPORT**

**I. Airport, Passenger, and Parking Facility Information**

The following background information regarding the Roanoke – Blacksburg Regional Airport (Airport), its public parking facilities, scheduled airlines, airport passengers and current parking operations is provided to assist each Respondent in understanding this proposal opportunity and developing its proposal to the Commission.

**A. Information Regarding the Airport**

The Roanoke Blacksburg Regional Airport (Airport) is owned and operated by the Roanoke Regional Airport Commission. The Commission is a corporate body politic established pursuant to legislation adopted by the Virginia legislature in 1986. The Board of the Commissioners is comprised of five members, two of whom are appointed by the Roanoke County Board of Supervisors and three of whom are appointed by the Council of the City of Roanoke for terms of four years.

Tim Bradshaw serves as Executive Director, while David Jeavons serves as Interim Director of Finance and Administration, as well as Treasurer of the Commission. The Airport is a non-hub commercial service airport located in the City of Roanoke, Virginia. The Airport’s terminal building is approximately 94,645 square feet with five (5) holdrooms.

The Airport has approximately 20 daily departures provided by American Airlines, Delta Air Lines, and United Airlines. In addition Allegiant Airlines provides 4 weekly flights. The airline schedule for December 2017 is included as **Attachment A** to this Part.

For calendar year 2017, the Airport enplaned 309,044 passengers and reported 19,031 air carrier operations . A summary of calendar year 2017 enplaned passengers at the Airport follows:

Airline	% of Enplanements	Enplanements
American Airlines	41%	126,410
Delta Airline	30%	93,726
United Express	17%	53,308
Allegiant	10%	32,390
Charters (Domestic & Int'l)	1%	3,210
Total	100%	309,044

Enplaned passenger figures reported to the Airport for calendar years 2008 through 2017 are listed on **Attachment B** to this Part.

B. The Airport Market Area

A brief description of the Airport's primary air service area is provided on **Attachment C** to this Part and a profile of the Airport's passenger base is provided on **Attachment D** of this Part II.

C. Public Parking Facilities and Car Rental Ready/Return Parking Lot

The current public parking facilities at the Airport consist of a paved and lighted 1,216 space lot (subdivided into short and long term parking) located immediately South of the Airport's terminal building and circumscribed by the Airport's terminal entrance and exit roadway. It also includes a paved and lighted 598 space overflow lot to east of the terminal building and on the opposite side of Aviation Drive. In addition, the parking facilities include a 160 space car rental ready/return parking lot. The Airport Terminal is approximately 1.8 miles from the Interstate Highway Spur I-581. **Attachment E** of this Part contains a Terminal Area Plan (E-1) of the Airport showing the terminal building, terminal roadway and the public parking facilities and the car rental ready return lot in relationship to other Airport property and the Interstate Highway Spur I-581, a Parking Plan (E-2) and a Car Rental Ready/Return Parking Facility Plan (E-3) for the Airport showing the public parking facilities and car rental ready/return facilities subject to the proposal. The large Parking Facility contains 223 spaces for short term parking and 1041 spaces available for long-term parking, 547 spaces in the Overflow Lot and the Car Rental ready/return parking facility is located contiguous to the public parking facilities, and contains 160 spaces. Currently the Commission authorizes (validates) parking on occasion for a very limited number of employees, as well as for Commission guests and contractors within the short-term lot and allows the ground transportation operator at the airport, parking for a limited number of vehicles in the short-term and overflow lots by permit. Permit parking vehicles exit the parking lot through a designated lane with the use of AVI readers. It is contemplated that these permit and validation procedures will continue. See Exhibit

Reconfiguration of Public Parking Lot.

During the term of this contract, it is anticipated the public parking lot facilities will be redesigned to better accommodate the parking needs of the customer. Changes being considered are:

- the short term lot will continue to be used by visitors and charged hourly. The western portion of the short term lot will be used for a value-added parking service, catering to higher profile customers in the form of monthly executive and valet parking, charges assessed hourly. A valet parking kiosk is expected to be installed at the terminal drive.
- The current rental car ready return lot, will be converted to long term daily parking with 160 stalls for travelers.
- a consolidated rental car facility (approximately 6,000-8,000 sq. ft.) will be constructed just north of the terminal building. It will consist of a business center for car rental operators, where customers will arrange for car rentals; drop off and pick up rented vehicles;
- a new ready return lot will be associated with the consolidated rental car facility and will be adjacent to the rental car business center, just north of the business center.
- A canopy extension, similar to the canopy located in the current public parking, will be installed and extend from the north end of the terminal building exit to the proposed car



rental business center. The canopy will act as a wayfinding guidepost directing car rental customers to the new car rental business center .

- To complete the redevelopment and upgrade of the public parking facilities, additional long term parking will be added; the cell phone lot will be redeveloped; and a newly designed exit plaza will be erected. The newly designed exit plaza is expected to expedite payments, reducing delays at the exit plaza.

D. Information on Current Operations

The public parking facilities at the Airport is currently operated by SP Plus Corporation , formerly known as Standard Parking Corporation. Standard Parking was the successful proposer in April 2006 and entered into a Contract with Commission in April 2006, and was the successful proposer in July 2012. SP Plus Corporation is currently reimbursed approximately \$55,000.00 per month for expenses, and the greater of 2.95% of net revenues or \$1,918.82 per month as compensation.

The following are reported gross revenues from the Airport’s public parking facilities for calendar years 2008 through 2017.

<b>YEAR</b>	<b>Gross Revenues</b>
2008	\$2,616,773.
2009	\$2,397,483.
2010	\$2,564,088.
2011	\$2,679,901.
2012	\$2,779,602..
2013	\$2,938,175.
2014	\$3,053,900.
2015	\$3,221,444.
2016	\$3,207,683.
2017	\$3,198,795.

E. Parking and Revenue Control Equipment

Existing parking operating and revenue control equipment utilized in operation of the public parking facilities is owned by the Commission. Attached to the proposed Management Agreement included within Part IV of this RFP is an inventory of the equipment, listed by type, age, location, and condition. The Commission anticipates the equipment will need to be upgraded or replaced during the term of the proposed parking lot management agreement.

F. Parking Rates

Parking rates currently in effect are as follows:

<b>Short Term Lot</b>		<b>Long-Term Lot</b>	
<b>Duration</b>	<b>Rate(s)</b>	<b>Duration</b>	<b>Rate(s)</b>
0- 15 minutes.	No charge	0-15 minutes	No charge
One-half hour or Less	\$1.00	One-half Hour or Less	\$1.00
Next Hour	\$ 1.00	Next Hour	\$1.00
Each Additional Hour	\$ 1.00	Each Additional Hour	\$1.00
Daily Max. 24hr.	\$16.00	Daily Max. 24hr.	\$9.00

The Commission reserves the right to make adjustments to parking rates during the term of the contract; the level, amount and timing of said adjustments shall be at the sole discretion of the Commission. Upon request, the successful Proposer will be expected to provide the Commission with rate adjustment recommendations, including supporting financial analyses.

G. Airport Master Plan Update Parking Recommendations

The Commission completed its Parking Lot Master Plan for the Airport in the June 2016 This study recommends reorganizing and expanding the parking facilities to meet demand over the next several years. Parking facility additions or improvements will occur over the period of the proposed Management Agreement and, if implemented, the successful proposer will be required to manage and operate these facilities in addition to existing public parking facilities and car rental ready return lot. The proposed Management Agreement contained in Part IV of this RFP addresses this issue in further detail.

H. Improvements to Parking Facilities:

**During the term of the proposed parking management agreement parking facilities are expected to be rehabilitated and/or reorganized. Improvements, will be completed in stages throughout the term of the Lease. The most immediate improvement/upgrades are expected to take place during the first two years of the Lease Term and will include, updated signage and wayfinding; rehabilitation of the main parking lot pavement; parking spots will be reallocated to include executive parking, as well as short term and long term parking spaces. The existing employee lot will be reconfigured to accommodate a car rental ready/return lot and additional secondary walkways will be installed. A covered canopy is being installed along the public parking lot’s pedestrian walkway and will be completed within the next few weeks. A cell phone lot has been installed and is being used. The cell phone lot is expected to be upgraded during the term of the Lease.**

**Long Range Improvement plans for the Parking Lot include the development of a consolidated rental car facility, and the relocation of the ready/return parking lot. The car rental ready return lot will be relocated to the current employee parking lot and the employee lot will be relocated to a designated section of the public parking overflow lot. A covered canopy will be installed to extend from the east end of the terminal building to the new rental car office facility. During the parking lot improvement projects, Manager shall be required to assist in the**

**relocation and redirection of vehicles, and maintain the daily operation of the public parking lot, the overflow lot, and provide other assistance as shall be required. Additional information regarding the public parking lot's master plan is available upon request.**

I. Qualifications on Data and Information

The financial and statistical information provided in various sections is from data reported to the Commission and is for informational purposes only. The Commission does not warrant the accuracy of said information nor does it represent in any way that passenger enplanements levels or gross revenues achieved in past years will be achieved in future years. Each Proposer shall assume the responsibility of assessing on its own behalf potential Airport passengers and gross revenues at the public parking facilities.

**II. Synopsis of Proposed Management Agreement**

The proposed Management Agreement contained in Part IV of this Request for Proposal document provides the detailed terms and conditions under which the successful Proposer will be required to manage and operate the public parking facilities and maintain the car rental ready/return lot at Roanoke -Blacksburg Regional Airport until the lot is relocated. Proposers should carefully review this document as it will be executed by the Commission and the successful Proposer in substantially the form presented. Highlights of certain key terms of this Agreement follow:

A. The Role of The Manager

Under the proposed Management Agreement, the Commission will charge the successful Proposer with the responsibility and duty to be a pro-active management resource to the Commission, assuming the primary management role in planning, providing, managing, scheduling, equipping, operating, and maintaining public parking facilities, services, and resources for and on behalf of the Commission. In furtherance of this responsibility to Commission, the Proposer shall be required to provide the management planning, marketing, and customer service expertise, financial and operational management expertise, and personnel, labor, materials, supplies, and equipment necessary to maintain and operate the Airport's public parking facilities in a safe, efficient and fiscally responsible manner.

B. Development of Comprehensive Management and Operations Plan

No less than twenty (20) days prior to effective date of the proposed Management Agreement, the successful Proposer will be required to develop and submit a comprehensive set of policies and procedures under which it will manage and operate the Airport's public parking facilities and incorporate the same into a Policies and Procedures Manual to be approved by the Commission. The Commission recognizes that there may be certain elements of the Policies and Procedures Manual which cannot be completed within this time-frame because of the lack of information or the need for a final decision on the matter. However, the successful Proposer will be expected to complete the same as soon as the information is available or the decision concerning the same is made. The policies and procedures will cover all aspects of operations including, but not limited to, hiring and training employees, manpower and pay schedules, customer service procedures, revenue control procedures, cashier procedures, manager procedures, snow and ice control procedures, maintenance procedures, emergency procedures and a code of business conduct.

C. Term of Agreement

The proposed Management Agreement will be for a term of approximately five years expiring at midnight July 31, 2023, with earlier termination rights by the Commission.- It is anticipated that the term of the Management Agreement will commence on or about August 1, 2018.

D. Reimbursements and Compensation

The successful Proposer will be reimbursed (“Reimbursements”) for its reasonable and necessary and allowable, direct salary and wage cost, related fringe benefits and direct non-salary expenses, including amortization for equipment acquisitions and improvements (“Amortization Payment”), all within an annual budget submitted by Manager and approved by the Commission’s Director of Finance and Administration each year. In addition, the successful Proposer will be paid a management fee (“Manager’s Compensation”) to cover overhead, certain expenses not allowed as Reimbursement (see proposed Management Agreement for details) and profit. Manager’s Compensation shall be that rate of Manager’s Percentage Compensation agreed to by the Commission and the successful Proposer as part of this proposal process, applied to the amount of “Net Operating Revenue” plus Amortization Payments (Percentage Compensation), if any, subject to a minimum Manager’s Fixed Compensation of \$\_\_\_\_\_ per Contract Year (Fixed Compensation). The Manager’s Fixed Compensation will be adjusted on July 1<sup>st</sup> of each year of the Contract based upon the difference in the U.S. Bureau of Labor Statistics CPI for all urban consumers, all items, U.S. City Average occurring between April of the prior calendar year and April of the then current calendar year. The resulting annual rate shall be limited to an amount not to exceed four (4%) percent increase over the prior year. The proposed Management Agreement provides detailed descriptions of Reimbursements and Manager’s Compensation.

E. Performance Guarantee and Insurance

The successful proposer will be required to provide the Commission with a performance guarantee in the amount of \$1,000,000.00 and evidence of comprehensive commercial liability insurance, including garage-keepers legal liability insurance, and other insurance coverages required by the proposed Management Agreement contained in Part IV of these RFP documents. Proposers should review performance guarantee and insurance requirements in further detail.

F. Other Terms:

The above summary of terms is offered as general assistance to prospective Proposers; however, each Proposer is strongly encouraged to review each and every term of the proposed Management Agreement for terms and conditions that are of particular interest to it.

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**ROANOKE REGIONAL AIRPORT COMMISSION**  
**ROANOKE BLACKSBURG REGIONAL AIRPORT**  
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**PART II - INSTRUCTIONS TO PROPOSERS**

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**Part II – Attachment A**

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**ROANOKE REGIONAL AIRPORT COMMISSION**

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**Part II – Attachment A**

Consolidated Flight Schedule  
dated December 2017

**(9 pages)**

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**ROANOKE REGIONAL AIRPORT COMMISSION**

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**Part II – Attachment A**

Consolidated Flight Schedule  
dated December 2017

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ROANOKE REGIONAL AIRPORT COMMISSION

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**Part II – Attachment B**

**Passenger Activity**

<u>YEAR</u>	<u>ENPLANED</u>	<u>DEPLANED</u>	<u>TOTAL</u>
2008	314,282	313,565	627,847
2009	297,811	297,398	595,209
2010	315,516	313,794	629,310
2011	321,766	319,020	640,786
2012	313,564	314,743	628,307
2013	310,746	308,538	619,284
2014	302,484	298,950	601,434
2015	299,597	297,074	596,671
2016	304,520	303,768	608,288
2017	309,044	307,321	616,365

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**Part II - Attachment “C”**

**Primary Air Service Area**

Roanoke Regional Airport’s primary service area (within one hour’s drive) encompasses fifteen counties surrounding the airport and the principal cities of Roanoke, Salem and Vinton located in the Roanoke Valley and Christiansburg and Blacksburg located in the New River Valley.

**Primary Service Area Population Base: 631,836**

**Secondary Air Service Area**

**Roanoke Blacksburg Regional Airport also serves a secondary air service area in common with other airports, most notably Lynchburg Regional Airport.**

**Secondary Air Service Area (additional) Population: 300,830**

**Part II – Attachment D**

**Passenger Profile**

**Passenger Base Reason For Travel:**

<u>Travel Reason</u>	<u>Trips per Year</u>		<u>Travel Frequency</u>	
	<u>Percent</u>			
Business	54.44%		1-3	35.45%
Pleasure	40.85%		4-7	23.32%
Other	4.71%		8-12	10.52%
Total	100.0%		12+	30.72%
			Total	100 %

**Major Corporate Customers**

<u>Company/Institution</u>	<u>Approx. Pax/Day</u>
Virginia Tech	13
Norfolk & Southern	5
Advance Auto	3
Carilion Health Systems	3
Allstate	1
General Electric	1
Kollmogen	1
Mead WestVACO	1
Radford University	1
Wells Fargo	1

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Source: Roanoke Regional Airport Commission Enplanement Surveys 2009-2015  
Intercept studies currently conducted twice each year.

**Part II – Attachment E & E-1**

**Terminal Building Layout**

**(First and Second Floors)**

2 pages

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**ROANOKE REGIONAL AIRPORT COMMISSION**

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**Part II – Attachment E -2**

- 1. Existing Parking Lot Layout**
- 2. Proposed Long Range Parking Lot Layout**

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**PART III - PROPOSAL FORM**  
**REQUEST FOR PROPOSAL NUMBER 18-008**  
**ROANOKE REGIONAL AIRPORT COMMISSION**

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**REQUEST FOR PROPOSALS**  
**MANAGEMENT AND OPERATION OF**  
**PUBLIC PARKING FACILITIES AT**  
**ROANOKE BLACKSBURG REGIONAL AIRPORT**

**PROPOSAL FORM**

Firms interested in managing and operating the public parking facilities at Roanoke Blacksburg Regional Airport ("the Airport") must complete this form in full and submit it to the Commission. Use additional pages as necessary, but please indicate at the top of each page the number and/or letter of the paragraph to which each such page relates.

**Proposer**

- A. Name:
- B. Address:
- C. Telephone No.:
- D. Fax No.:
- E. Email:
- F. Contact Person:
- G. Type of Organization (Check all that apply)
  - Corporation
  - Partnership
  - Joint Venture
  - Sole Proprietorship
  - Other (explain)

H. **IF A PARTNERSHIP, ANSWER THE FOLLOWING**

- 1. Date of Organization: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- 2. General Partnership  Limited Partnership
- 3. Partnership Agreement recorded? Yes  No   
Date \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_
- 4. Has the Partnership done business in Virginia?  
Yes  No  When?
- 5. Name, Address and Partnership share of each general partner:

	NAME	ADDRESS	SHARE
a.	_____	_____	%
b.	_____	_____	%
c.	_____	_____	%
d.	_____	_____	%

I. **IF A CORPORATION, ANSWER THE FOLLOWING**

1. Incorporation date? \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

2. State where incorporated?

3. Is the corporation authorized to do business in Virginia?

(a) Yes ( ) No ( ) If so, as of what date?

(b) If Virginia is not state of incorporation:

i) Address of the registered office in Virginia;

\_\_\_\_\_

ii) Name of registered agent in Virginia at such office;

\_\_\_\_\_

iii) Attach Certificate of Authority (from Virginia State Corporation Commission) to transact business in Virginia.

4. The Corporation is held Publicly ( ) Privately ( )

5. Furnish the name, title and address of each officer, director and principal shareholders owing ten percent (10%) or more of the corporation's issued stock.

OFFICER'S NAME

POSITION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DIRECTOR'S NAME

ADDRESS

PRINCIPAL BUSINESS  
AFFILIATION OTHER THAN  
PROPOSER'S DIRECTORSHIP

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL SHAREHOLDERS

ADDRESS

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**J. IF A JOINT VENTURE, ANSWER THE FOLLOWING**

1. Date of Organization? \_\_\_\_ / \_\_\_\_ / \_\_\_\_

2. Joint Venture Agreement recorded? Yes ( ) No ( )

Date \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

3. Has the Joint Venture done business in Virginia?

Yes ( ) No ( ) When?

4. Name, address and Percent of Ownership of each Joint Venturer:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT</u>
_____		%
_____		%
_____		%
_____		%

**II. FINANCIAL INFORMATION**

**A. Financial Statements**

For each of the last two fiscal years, Proposer shall attach an annual report or Balance Sheet and Income Statement with all accompanying financial statements and notes prepared in accordance with generally accepted accounting principles reflecting Proposer's current financial condition, together with a copy of an independent audit report issued by a Certified Public Accountant.

**B. Financial Responsibility**

Please attach evidence of Proposer's financial responsibility, such as a credit rating from a qualified firm preparing credit ratings, a letter of credit worthiness from a bank, a letter of credit from an FDIC insured bank describing Proposer's credit line, or other credit reference.



**C. Surety Information**

Has the Proposer ever had a bond or surety canceled or forfeited? Yes ( ) No ( ). If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**D. Bankruptcy Information**

Has Proposer or a principal owner of Proposer ever been declared bankrupt? Yes ( ) No ( ). If yes, state case name, date of proceedings, court jurisdiction, amount of liabilities and amount of assets, and disposition.

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**E. Contract Termination/Cancellation**

Has Proposer or any entity affiliated with it ever been awarded a concession, lease or management Agreement to operate public parking facilities at any airport or other location and failed to operate the concession, lease or management Agreement for the full term thereof? Yes ( ) No ( ). If yes, please state the name of airport or lessor, date of award and describe the circumstances of the termination or cancellation.

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**F. Litigation**

Has Proposer been involved in litigation in the previous five (5) years as plaintiff or defendant as a result of Proposer's business(es) at an airport? Yes ( ) No ( ). If yes, state the nature of the case, the opposing party, and the case outcome. This response should include litigation under the current entity, and d/b/a's thereof or affiliates and any litigation involving the officers or majority stockholders.

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**G. Violations of Law**

1. Has the Proposer, or any partner, joint venture participant or individual serving as an officer of the proposer been convicted of, or pleaded no contest to, a crime?  
Yes ( ) No ( ) (If yes, attach detailed information.)
  
2. Is the Proposer, or any partner, joint venture participant or individual serving as an officer of the Proposer, currently under investigation in a criminal proceeding?  
Yes ( ) No ( ) (If yes, attach detailed information.)

**H. Financial References**

List two financial institutions and at least two other business entities with whom Proposer has conducted significant financial transactions during the past three (3) years. Proposers may attach a letter of reference from each of the below listed persons or firms.

**REFERENCE NO. 1 - Financial Institution**

NAME: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**REFERENCE NO. 2 - Financial Institution**

NAME: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**REFERENCE NO. 3 - Other**

NAME: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**REFERENCE NO. 4 - Other**

NAME: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**III. EXPERIENCE AND OPERATIONS INFORMATION**

A. Number of years Proposer has managed and operated public parking facilities (If services are to be performed by a joint venture or partnership, indicate the experience of each party.)

- 1. Public Parking Facilities Operations: \_\_\_\_\_ years.
- 2. Joint Venture/Partnership: \_\_\_\_\_ years \_\_\_\_\_ years.

B. Provide a summary of the capabilities and experience of Proposer, including the following:

- 1. Brief history of the inception and growth of the business, including employment statistics.
- 2. Scope and breadth of parking operations.
- 3. Corporate and organization structure, in particular the local and regional structure for a Roanoke operation.
- 4. Recruitment and training policies and procedures.
- 5. Corporate planning and development expertise and resources.
- 6. Quality control procedures including financial management and revenue control systems
- 7. Expertise in parking and revenue control equipment technology, including its procurement, maintenance, installation, upgrading and operation.
- 8. Experience in the use of nationally-recognized credit cards at parking facilities operated by Proposer.
- 9. Understanding of and experience at small or non- hub airport public parking facilities.
- 10. Customer service philosophy and approach.
- 11. Experience and approach in developing operations plans and policies and procedures manuals for the management and operation of airport public parking facilities.
- 12. Experience with 24 hour parking operations.
- 13. Experience with operating a shuttle bus service to and from the parking lots and an airport terminal.
- 14. Experience in maintaining paved surface lots, grass and landscape areas.
- 15. Experience in valet parking operations.

C. Provide a list of all airports where Proposer has provided public parking management and operating services during the past five (5) years, include dates of operation and type of Agreement. If the total of all airports exceeds twenty (20), proposers may list only the twenty (20) or more airports where services have been provided the longest but may not list less than twenty (20) unless proposers has provided service at less than twenty (20), in which case all airports where service has been provided should be listed.

<u>Airport Name</u>	<u>Years Operated</u>	<u>Type of Agreement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- D. List at least one (1) and no more than five (5) locations most similar in size and operation to the Roanoke Blacksburg Regional Airport public parking facilities where Proposer is operating public parking facilities, within the last five (5) years, giving the dates of operation for each location and the gross revenues for each operation for the last three years and whether shuttle bus service was provided by Proposer. Include a brief description of the operation and the facilities. Include names, addresses, and telephone numbers and contact persons for the airport operator or lessor.

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- E. Name and experience of key personnel of Proposer: (Attach experience summaries and identify proposed site manager and his or her experience)

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

- F. Is your firm is a Disadvantaged Business Enterprise (DBE)? ( ) YES ( ) NO If yes, please include supportive documentation.
- G. Attach any additional relevant information concerning the Proposer and its businesses which would enable the Commission to evaluate the Proposers experience, qualifications, and ability to manage the Airport's public parking facilities.

**IV. REQUIRED PROPOSAL SUBMITTALS**

Proposer shall include the following submissions as part of its proposal.

- A. A written statement of no more than eight pages delineating the Proposer's conceptual approach to managing and operating the public parking facilities for the Commission. Include an organizational chart by major function and resumes and descriptions of responsibilities for the site manager and key corporate personnel who will be involved in management oversight and operations of the Airport's public parking facilities.
- B. Proposer's recommendations for improving, upgrading, and/or replacing the revenue control and parking equipment for the Airport and the proposed acquisition of operating equipment. This submission should identify the equipment to be procured, a budget, a proposed timetable for installation, a description of how the equipment will improve operations and revenue control, and the effect on parking operations during the equipment installation.
- C. Proposer shall develop an operating pro-forma for the first year's operation of the public parking facilities including estimated operating expenses by major expense classification and estimated amortization payments for new equipment. Gross receipts shall be estimated under two assumptions (1) current parking rates (2) Proposer's recommended parking rate adjustments.
- D. Proposer shall specifically identify any suggested changes to the Proposed Management Agreement, recognizing that such changes may not be acceptable to Commission.

E. A Certified or Cashier's Check on any national or state bank in the amount of \$5,000.00, made payable to the Roanoke Regional Airport Commission, must accompany each Proposal as a guarantee that the Proposer will not withdraw its Proposal for a period of 90 days after opening of the Proposals, and in the event the management contract is awarded to the Proposer, it will, within 15 days after Notice of Award and Acceptance of its management contract, enter into an agreement with the Roanoke Regional Airport Commission, failing which it shall forfeit the amount submitted as liquidated damages.

V. **Manager's Percentage Compensation**

A. Proposer shall indicate the Manager's Annual Percentage Compensation it proposes to accept from Commission under the proposed Management Agreement for the term of the Agreement:

Manager's Annual Percentage Compensation \_\_\_\_\_%.

**PROPOSER'S SIGNATURE**

**No Proposal Form shall be accepted which has not been signed in ink in the appropriate space below.**

**This proposal shall be firm and irrevocable for a period of ninety (90) days from submission.**

A. If Proposer is an INDIVIDUAL, sign here:

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

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

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

B. If Proposer is a PARTNERSHIP or JOINT VENTURE, at least two (2) partners or joint ventures must sign partnership or Joint Venture:

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

Member of the Partnership or Joint Venture

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

Member of the Partnership or Joint Venture

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

C. If Proposer is a CORPORATION, the duly authorized officer(s) must sign as follows:

The undersigned certifies that they are respectively \_\_\_\_\_ and \_\_\_\_\_ of the corporation named below; that they are designated to sign this

Proposal Form for and on behalf of the below named CORPORATION, and that they are authorized to execute same for an on behalf of said CORPORATION.

Corporation Name: \_\_\_\_\_

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

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

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

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

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

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**ROANOKE REGIONAL AIRPORT COMMISSION  
REQUEST FOR PROPOSAL NUMBER 18-008**

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**State Law Compliance  
For  
Foreign and Domestic Businesses  
Authorized to transact business in the Commonwealth**

*Every proposer shall include in its bid the identification number issued to it by the State Corporation Commission confirming that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50. If the proposer is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, the proposer or shall include in its bid a statement describing why the proposer is not required to be so authorized. Any proposer that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Commission's Executive Director.*

**Form Follows**

**Compliance with state law; foreign and domestic businesses  
authorized to transact business in the Commonwealth**

Pursuant to Virginia Code Section 2.2-4311.2 (effective July 1, 2010), each proposer or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any proposer or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the proposer or offeror is not required to be so authorized. Please complete the following:

A. \_\_\_\_\_ Proposer/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such Proposer's/offeror's SCC Identification Number is:

B. \_\_\_\_\_ Proposer/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such proposer's/offeror's SCC Identification Number is:

C. \_\_\_\_\_ Offeror does not have an Identification Number issued to it by the SCC and such proposer/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

Please attach additional sheets of paper if more space is needed to explain why such proposer/offeror is not required to be authorized to transact business in Virginia)

NAME OF PROPOSER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPE OR PRINT): \_\_\_\_\_

OFFICIAL TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE NO. ( \_\_\_\_\_ ) \_\_\_\_\_

*For Information:*

*Virginia State Corporation Commission 1300 East Main Street Richmond, VA 23219 Office of the Clerk  
(804) 371-9733 • 1-866-722-2551 (Toll-Free in Virginia) <http://www.scc.virginia.gov/>*

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**ROANOKE REGIONAL AIRPORT COMMISSION  
REQUEST FOR PROPOSAL NUMBER 18-008**

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**Part III – Attachment A  
Proposed Contract Format**



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**Part IV - PROPOSED MANAGEMENT AGREEMENT**

**Request For Proposals Numbers 18-008**

**Roanoke Regional Airport Commission**

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Management and Operation Of  
Public Parking Facilities  
At Roanoke – Blacksburg Regional Airport

\_\_\_\_\_, 2018

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**TABLE OF CONTENTS**

---

	<b>Page</b>
<b>ARTICLE I</b>	<b>DEFINITIONS</b>
Section 1.01	Adjusted Gross Receipts ..... 1
Section 1.02	Airport ..... 1
Section 1.03	Amortization Payment..... 1
Section 1.04	Budget ..... 2
Section 1.05	Commission..... 2
Section 1.06	Contract Year ..... 2
Section 1.07	Executive Director ..... 2
Section 1.08	First Contract Year.....2
Section 1.09	Gross Receipts ..... 2
Section 1.10	Manager’s Compensation..... 2
Section 1.11	Manager’s Fixed Compensation..... 2
Section 1.12	Manager’s Percentage Compensation ..... 3
Section 1.13	Net Operating Revenue ..... 3
Section 1.14	Operating Equipment ..... 3
Section 1.15	Parking Charges ..... 3
Section 1.16	Parking Equipment..... 3
Section 1.17	Parking Facilities..... 3
Section 1.18	Reimbursement..... 3
Section 1.19	Site Manager ..... 3
Section 1.20	Terminal Complex..... 4
<b>ARTICLE II</b>	<b>PARKING FACILITIES AND EQUIPMENT ..... 4</b>
Section 2.01	Parking Facilities..... 4
Section 2.02	Description of Facilities ..... 4
Section 2.03	Changes and Additions to Parking Facilities..... 4
Section 2.04	Access to Parking Facilities ..... 4
Section 2.56	Parking Equipment..... 4
Section 2.06	Utilities..... 5
Section 2.07	Manager’s Acceptance of Facilities and Equipment ..... 5
<b>ARTICLE III</b>	<b>MANAGEMENT AND OPERATION OF PARKING</b>
	<b>FACILITIES..... 5</b>
Section 3.01	Retention of Manager..... 5
Section 3.02	Policy and Obligations Governing Agreement..... 5
Section 3.03	Equipment and Signage..... 7

Section 3.04	Personnel .....	7
Section 3.05	Conduct of Operations and Quality of Service.....	10
Section 3.06	Manager’s Prohibitions .....	11
<b>ARTICLE IV</b>	<b>TERM OF AGREEMENT .....</b>	<b>13</b>
Section 4.01	Term .....	13
Section 4.02	Early Termination .....	13
Section 4.03	Continuation After Term.....	13
Section 4.04	Transition .....	13
<b>ARTICLE V</b>	<b>MANAGER’S REIMBURSEMENTS AND COMPENSATION.....</b>	<b>13</b>
Section 5.01	Reimbursements .....	14
Section 5.02	Manager’s Compensation.....	15
Section 5.03	Request For Reimbursement and Compensation.....	15
Section 5.04	Annual Reconciliation.....	15
Section 5.05	Allowance of Manager’s Reimbursement and Compensation .....	16
<b>ARTICLE VI</b>	<b>GROSS RECEIPTS AND REPORTS.....</b>	<b>16</b>
Section 6.01	Gross Receipts.....	16
Section 6.02	Adjusted Gross Receipts .....	16
Section 6.03	Deposits.....	17
Section 6.04	Accounting Records .....	17
Section 6.05	Reports and Supporting Information .....	17
Section 6.06	Rights of Inspection and Audit.....	18
Section 6.07	Manager’s Annual Budget.....	19
Section 6.08	Annual Audited Statement of Net Revenue .....	19
<b>ARTICLE VII</b>	<b>MAINTENANCE AND REPAIRS .....</b>	<b>20</b>
Section 7.01	Commission Maintenance and Repairs .....	20
Section 7.02	Manager’s Maintenance and Repairs .....	21
Section 7.03	Commission’s Right to Inspect Maintenance .....	21
Section 7.04	Cleaning of Parking Facilities .....	22
Section 7.05	Maintenance Summary.....	22
Section 7.06	Use of Subcontractors .....	22
Section 7.06	Future Improvements by Commission .....	22
<b>ARTICLE VIII</b>	<b>REFUSE AND WASTE .....</b>	<b>23</b>
Section 8.01	Refuse.....	23
Section 8.02	Other Refuse and Hazardous Materials, Substances or Wastes.....	23

<b>ARTICLE IX</b>	<b>STORM WATER COMPLIANCE .....</b>	<b>24</b>
Section 9.01	Definitions .....	24
Section 9.02	Acknowledgments .....	25
Section 9.03	Agreement Compliance .....	26
Section 9.04	Indemnification .....	27
<b>ARTICLE X</b>	<b>AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS .....</b>	<b>27</b>
Section 10.01	Approvals for Parking Equipment, Operating Equipment and Improvements .....	27
Section 10.02	Purchase of Equipment.....	28
Section 10.03	Payment for Improvements .....	28
Section 10.04	Immediate Reimbursement to Manager .....	28
Section 10.05	Other Provisions Governing Equipment, Acquisitions and Improvements.....	29
<b>ARTICLE XI</b>	<b>INDEMNIFICATION AND INSURANCE.....</b>	<b>31</b>
Section 11.01	Indemnification - Commission Held Harmless .....	31
Section 11.02	Manager’s Environmental Obligation and Indemnity .....	31
Section 11.03	Waiver of Liability .....	32
Section 11.04	Insurance .....	32
Section 11.05	Commercial General Liability Insurance .....	33
Section 11.06	Fidelity and Employee Dishonesty Insurance .....	33
Section 11.07	Automobile Liability Insurance.....	34
Section 11.08	Fire and Extended Coverage Insurance .....	34
Section 11.09	Workers’ Compensation and Employer’s Liability Insurance .....	34
Section 11.10	Replacement Coverage.....	34
Section 11.11	Not A Limit On Liability.....	34
Section 11.12	Waiver of Subrogation .....	34
Section 11.13	No Third Party Beneficiaries .....	35
<b>ARTICLE XII</b>	<b>PERFORMANCE GUARANTEE .....</b>	<b>35</b>
Section 12.01	Amount of Performance Guarantee.....	35
Section 12.02	Form of Guarantee .....	35
Section 12.03	Certificate of Renewal.....	35
Section 12.04	Maintenance of Guarantee.....	35
<b>ARTICLE XIII</b>	<b>DAMAGE TO PARKING FACILITIES/CURTAILMENT OF OPERATIONS .....</b>	<b>36</b>
Section 13.01	Partial Damage .....	36
Section 13.02	Substantial Damage.....	36
Section 13.03	Extensive Damage.....	36

Section 13.04	Damage Due To Manager’s Negligence .....	36
Section 13.05	Commission’s Right to Suspend or Reduce Operations.....	37
<b>ARTICLE XIV</b>	<b>ASSIGNMENT AND SUBCONTRACTING .....</b>	<b>37</b>
Section 14.01	Consent Required .....	37
<b>ARTICLE XV</b>	<b>RIGHTS AND OBLIGATIONS OF THE COMMISSION.....</b>	<b>37</b>
Section 15.01	Specific Rights .....	37
<b>ARTICLE XVI</b>	<b>TERMINATION, CANCELLATION, DEFAULT .....</b>	<b>38</b>
Section 16.01	Term and Surrender.....	38
Section 16.02	Cancellation by Manager .....	39
Section 16.03	Events of Default by Manager.....	39
Section 16.04	Commission’s Rights to Take Over Operations .....	40
Section 16.05	Rights and Remedies Cumulative .....	41
Section 16.06	Failure to Enforce.....	41
Section 16.07	Non-Waiver.....	41
<b>ARTICLE XVII</b>	<b>PROVISIONS APPLICABLE TO FACILITIES FUNDED WITH FEDERAL AND STATE GRANTS .....</b>	<b>41</b>
Section 17.01	Federal and State Grants and Public Use.....	41
Section 17.02	Modification to Comply with Federal and State Laws, Regulations or Agreements .....	42
Section 17.03	Subordination to Federal and State Statute.....	42
Section 17.04	Rules and Regulations - Law Compliance .....	42
Section 17.05	Non-Discrimination.....	43
Section 17.06	Affirmative Action .....	43
Section 17.07	Accessibility of Physically Handicapped .....	43
Section 17.08	Disadvantaged Business Enterprise Program .....	43
Section 17.09	Non-Discrimination – FAA CFR 60-300.5(a) & 41 CFR 60-741 (a).....	44
<b>ARTICLE XVIII</b>	<b>GENERAL PROVISIONS .....</b>	<b>48</b>
Section 18.01	Invalid Provisions.....	48
Section 18.02	Waiver of Claim .....	48
Section 18.03	No Warranties or Inducements.....	49
Section 18.04	Restriction and Regulations.....	49
Section 18.05	Interpretation .....	50
Section 18.06	Successor and Assigns Bound by Covenant.....	50
Section 18.07	No Partnership Created .....	50
Section 18.08	Manager Is Independent Operator .....	50
Section 18.09	Situs and Service of Process.....	50

Section 18.10	Manager’s Dealings with Commission .....	51
Section 18.11	No Third Party Beneficiaries .....	51
Section 18.12	Construction of Agreement .....	51
Section 18.13	Notices.....	51
Section 18.14	No Personal Liability .....	52
Section 18.15	Incorporation of Exhibits.....	52
Section 18.16	Headings.....	52
Section 18.17	Commission’s Master Indenture.....	52
Section 18.18	Severability .....	52
Section 18.19	Survival of Warranties.....	52
Section 18.20	Entire Agreement .....	52

---

**LIST OF EXHIBITS**

---

<b>Exhibit A</b>	Existing Parking Area and Overflow Parking Lot Plan
<b>Exhibit A-1</b>	Proposed New Parking Lot
<b>Exhibit B</b>	Parking and Operating Equipment
<b>Exhibit C</b>	Amortization Payment - Equipment and Improvements
<b>Exhibit D</b>	Approved Parking Charges
<b>Exhibit E</b>	Request For Reimbursement
<b>Exhibit F</b>	Annual Approved Budget
<b>Exhibit G</b>	Staffing Table
<b>Exhibit H</b>	Manager's Salary/Wage Table, Staffing Schedule
<b>Exhibit I</b>	Schedule - Maintenance Responsibilities
<b>Exhibit J</b>	Construction Completion and Labor and Material Payment Bond Form
<b>Exhibit K</b>	Performance Bond Form

**MANAGEMENT AGREEMENT**  
**ROANOKE BLACKSBURG REGIONAL AIRPORT**  
**PUBLIC PARKING FACILITIES**

THIS AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Roanoke Regional Airport Commission (“Commission”), a corporate body created pursuant to Chapter 140 of the 1986 Acts of the Virginia General Assembly, having its office and principal place of business at 5202 Aviation Drive, N.W., Roanoke, Virginia 24012 and \_\_\_\_\_, a \_\_\_\_\_ corporation, having its office and principal place of business at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (“Manager”), pursuant to Resolution No. \_\_\_\_\_, adopted by the Commission on \_\_\_\_\_, 2018

**WITNESSETH**

WHEREAS, Commission owns and operates the Roanoke Blacksburg Regional Airport (“Airport”); and

WHEREAS, Manager is engaged in and has significant experience in the business of managing and operating airport public parking facilities; and

WHEREAS, based upon competitive proposals solicited and received, Commission has determined the proposal of Manager to be the best proposal received and has selected Manager to manage and operate the public parking facilities at the Airport; and

WHEREAS, Manager has demonstrated that it has or can provide the necessary management expertise, labor, materials, supplies, services and equipment to properly manage and operate said public parking facilities in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and considerations herein contained, the parties agree as follows:

**ARTICLE I**

**Definitions**

Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used in this Agreement.

**1.01. “Adjusted Gross Receipts”** shall mean Gross Receipts less the deductions and allowances against Gross Receipts calculated pursuant to Section 6.02 of Article VI.

**1.02. “Airport”** shall mean the Roanoke Blacksburg Regional Airport, located in Roanoke, Virginia.

**1.03. “Amortization Payment”** shall mean that amount representing the approved cost of any



equipment or improvement purchased or made by Manager in accordance with the provisions of Section 10.01 plus “Allowable Interest” on the unamortized balance of said cost recovered over the useful life of said equipment or improvement, or such shorter time as may be agreed by the parties, as approved pursuant to Section 10.01 and as shown on Exhibit C. For purposes of calculating this Amortization Payment, “Allowable Interest” shall be calculated by using as an interest rate the reported yield on five-year to maturity U.S. Treasury Bonds and Notes as reported in the applicable index published by the “Wall Street Journal” on the date nearest the date on which the equipment or improvement was placed in service.

**1.04. “Budget”** shall mean the Manager’s annual budget approved for the Parking Facilities in accordance with Section 6.01.

**1.05.. “Commission”** shall mean the Roanoke Regional Airport Commission, generally acting by and through its Executive Director, or a duly authorized representative of the Executive Director.

**1.06. “Contract Year”** shall mean each consecutive twelve (12) month period beginning **August 1, 2018**

**1.07. “Executive Director”** shall mean the Executive Director of the Roanoke Blacksburg Regional Airport or a duly authorized representative acting on behalf of said Executive Director.

**1.08 “First Contract Year”** shall mean the period between the commencement date of the term hereof and midnight on August 1, 2018 - July 30, 2019.

**1.09. “Gross Receipts”** shall mean that amount defined and calculated in accordance with Section 6.01 of Article VI.

**1.10. “Manager’s Compensation”** shall mean the greater of Manager’s Fixed Compensation or Manager’s Percentage Compensation.

**1.11. “Manager’s Fixed Compensation”** shall mean, for the First Contract Year hereunder, the sum of \$\_\_\_\_\_. For the Contract Year beginning August 1, 2019, the annual amount shall be adjusted by the percentage change, if any, in the Consumer Price Index (“CPI”) published by the U.S. Department of Labor, Bureau of Labor Statistics, All Cities Index, occurring each May of the calendar year.. For each Contract Year thereafter, the said amount shall be adjusted by the percentage change, if any, in the Consumer Price Index (“CPI”) published by the U.S. Department of Labor, Bureau of Labor Statistics, All Cities Index, occurring between May of the prior calendar year May of the then current calendar year. The resulting annual rate shall be limited to an amount not to exceed a four (4) percent increase over the prior year. In the event that the basis for calculating the CPI is changed or publication of the Index is discontinued, Commission and Manager shall agree on a substitute index to adjust Manager’s Fixed Compensation.

1.12. **“Manager’s Percentage Compensation”** shall mean that amount which is the product determined by multiplying Annual Net Operating Revenue plus the Amortization Payment by \_\_\_\_\_ percent, if any.

1.13. **“Net Operating Revenue”** shall mean Adjusted Gross Receipts less Reimbursements.

1.14. **“Operating Equipment”** shall mean that equipment, other than Parking Equipment, provided by the Commission or by Manager, at the request or upon approval of the Commission, necessary for the maintenance and operation of the Parking Facilities; the Operating Equipment, if any, as of the execution date of this Agreement being listed on **Exhibit B** to this Agreement.

1.15. **“Parking Charges”** shall mean those parking charges adopted and authorized by Commission from time to time and listed on **Exhibit D**, which Exhibit may be modified from time to time.

1.16. **“Parking Equipment”** shall mean that parking and revenue control equipment provided by Commission, or by Manager at the request or upon approval of the Commission, including but not limited to equipment to control the entrance and exit of automobiles and other authorized motor vehicles to and from the Parking Facilities and to dispense tickets, count entrance and exits, receive and account for receipts from parking; the Parking Equipment under this Agreement as of the execution date hereof being listed on **Exhibit B** to this Agreement.

1.17. **“Parking Facilities”** shall mean those improved and unimproved areas of land, including the improvements presently thereon, or hereafter constructed thereon, provided and assigned by Commission from time to time under this Agreement, for the entrance, exit and parking of automobiles and other authorized motor vehicles of passengers, patrons, tenants and other users of the Airport; the improved and unimproved areas of land provided and assigned as of the execution date of this Agreement being depicted as outlined in blue on **Exhibit A** to this Agreement.

1.18. **“Reimbursements”** shall mean those reasonable and necessary direct payroll expenses, fringe benefits, maintenance and operating expenses and Amortization Payments authorized under this Agreement, as further described in Section 5.01 of Article V and included in Manager’s Annual Budget approved by the Commission’s Executive Director. Reimbursements shall not include any cost or expense covered within Manager’s Compensation or any cost or expense incurred by Manager as a result of Manager’s intentional misconduct, negligence, violation of law, breach of any term or condition of this Agreement, any penalty, charge or the amount of any liquidated damages payable by Manager under this Agreement, or any cost or expense resulting from Manager’s indemnity obligations under this Agreement.

1.19. **“Site Manager”** shall mean Manager’s site manager for the Parking Facilities recommended by Manager and approved by Commission pursuant to Section 3.03 hereof, and who shall be assigned to and located at the Airport.

**1.20. “Terminal Complex”** shall mean those areas of the Airport comprising the terminal building, terminal curbside and walkways, the terminal’s enplaning and deplaning roadways and other appurtenances adjacent to the terminal building necessary for the landside movements of passengers and vehicles.

## **ARTICLE II**

### **PARKING FACILITIES AND EQUIPMENT**

**2.01. Parking Facilities** Commission hereby makes available to Manager the Parking Facilities, and the parking spaces therein, described in Section 2.02 hereof situated and depicted on **Exhibit A**, solely for the purpose of providing the parking services specified herein.

**2.02. Description of Facilities** The Parking Facilities shall be comprised of the vehicle parking areas serving the Terminal Complex of the Airport, as shown on **Exhibit A**, including the short-term lot, long-term parking lot and overflow parking lot and parking lot improvements situated therein, including paving, sidewalks, curbs, lighting, markings, signage, landscaping, electrical and drainage systems. *It is anticipated that during the term of this Management Agreement , the Public Parking Lot facilities shall be reconfigured as shown on Exhibit A-1 attached.*

**2.03 Changes and Additions to Parking Facilities** Commission reserves the right, at any time it deems appropriate or necessary, to alter, change, improve, decrease, remove from or add to the Parking Facilities, including, but not limited to, the right to add, temporarily or permanently, additional parking areas, lots, and parking structures to the Parking Facilities to be operated hereunder. If any of the other aforesaid facilities are added to the Parking Facilities of this Agreement, Manager agrees to manage and operate the same under this Agreement for the same Reimbursements and Manager’s Compensation as provided for in this Agreement. If improvements to current Parking Facilities require the temporary or permanent relocation of vehicles or parking, Manager agrees to provide whatever services are necessary to block off parking areas, assist in providing for alternative parking areas and provide a vehicle free work site for Commission’s contractor(s).

**2.04 Access to Parking Facilities** Commission hereby provides to Manager the right of ingress and egress with respect to the Parking Facilities, to the extent necessary, for the purpose of managing, maintaining, and operating the Parking Facilities.

#### **2.05 Parking Equipment**

A. Commission hereby authorizes Manager to utilize and operate the Parking Equipment and Operating Equipment described in **Exhibit B** and situate within the Parking Facilities for its use in the management, maintenance and operation of the Parking Facility, including revenue control systems, gates and ticket imprinter and dispensing equipment.

B. Commission also authorizes Manager to utilize and operate such additional Parking Equipment and Operating Equipment and additions and improvements to the Parking Facilities as may hereafter be installed or made or purchased by Commission or by Manager, with the approval of Commission, under the provisions of Section 10.01 of Article X hereof, subject to the addition of same to **Exhibits B and C** to this Agreement.

**2.06 Utilities** Except as otherwise provided for herein, all utilities required at the Parking Facilities shall be provided by Commission and Commission shall pay the utility charges for the same directly to the utility provider. Notwithstanding the foregoing, Manager shall arrange and pay for monthly telephone charges and include

**2.07 Manager's Acceptance of Facilities and Equipment** Manager hereby acknowledges that it has examined the Parking Facilities and Parking and Operating Equipment as they exist on the commencement date hereof and accepts the same for use "as-is" in their present condition.

### ARTICLE III

#### **MANAGEMENT AND OPERATION OF PARKING FACILITIES**

**3.01 Retention of Manager** Commission hereby retains Manager to manage and operate the Parking Facilities at the Airport described in Article II hereof and those additional parking facilities as may be designated in writing by the Commission's Executive Director, including temporary or permanent satellite facilities, when and if established, and assigned by the Executive Director. Manager hereby agrees to manage and operate said Parking Facilities in accordance with all terms and conditions of this Agreement, including but not limited to the policy, operational, maintenance, personnel, cash handling and revenue control procedures set forth in Manager's Policies and Procedures Manual developed by Manager and approved by the Executive Director pursuant to paragraph C of Section 3.05 of this Agreement or the terms and conditions and exhibits to this Agreement.

**3.02 Policy and Obligations Governing Agreement** Manager hereby acknowledges and agrees that it is aware that in entering into this Agreement with Manager, the Commission has charged Manager with the responsibility and duty to be a pro-active management resource to the Commission, assuming the primary management role in planning, providing, managing, scheduling, equipping, operating and maintaining public parking facilities, services and resources for and on behalf of the Commission. In furtherance of this responsibility to Commission, Manager agrees to provide the planning, technical, marketing and customer service expertise and financial and operational management expertise, and the personnel, labor, materials, supplies and equipment to maintain and operate the Parking Facilities as follows:

A. **Parking Charges.** Manager shall charge and collect on behalf of Commission and account for and deliver to Commission, in accordance with the requirements of Article VI hereof, all monies paid or payable as Parking Charges established by Commission for the use of parking spaces at or in the Parking Facilities. The Parking Charges established by the Commission as of the execution date of this Agreement are shown on **Exhibit D**. Commission shall have the right to increase or decrease Parking Charges at any time upon seven (7) days prior

written notice to Manager. Manager shall, at Commission's request, prepare and submit to Commission its recommendations for adjustments to Parking Charges, including financial analyses supporting the recommendation. Manager shall permit no unauthorized free use of the Parking Facilities and shall not charge any more or any less than the amounts indicated in the currently effective Parking Charges. Manager shall promptly refund to the patron the amount of any overcharge.

B. **Credit Cards.** The Commission has the necessary card readers, processing equipment and telephone service to use VISA, MASTER CARD, AMERICAN EXPRESS, and DISCOVER CARD and such other credit cards as may be required by the Commission or proposed by Manager for the payment of Parking Charges by patrons. The cost of said equipment, transaction fees, if any, the payment of credit card discounts and the deposit of receipts from said transactions to "Gross Receipts" shall be applied as a reduction to Net Operating Revenue. Notwithstanding the foregoing, Commission reserves the right to negotiate and implement such credit card arrangements for the Parking Facilities directly with the involved credit card company and in such case Manager shall operate the system established in accordance with the procedures and arrangements negotiated by Commission.

C. **Parking Contract with Patrons.** The contract with each operator of a motor vehicle for entry into the Parking Facilities shall consist solely of a pre-numbered, automatically dated and time-stamped parking ticket which shall be issued by the Parking Equipment to the operator of each motor vehicle upon its entrance into the Parking Facilities and which ticket shall contain only such terms, conditions, and provisions as the Commission shall approve in writing and no other provisions whatsoever.

D. **Commission Permits, Validations, Free Parking.** Commission shall have the right to waive Parking Charges at the Executive Director's discretion for guests and others using the Parking Facilities by stamping their parking ticket in an authorized manner, to provide free or reduced fee parking through permits or through other validation procedures established by the Executive Director, and to issue permits, with or without fee, to limousine and ground transportation operators to park within the Public Parking Facilities. All tickets issued and redeemed related to all the afore-referenced free, discounted, validated and permit parking shall be reported and strictly accounted for by Manager in the manner prescribed by Commission. Neither Manager nor its Site Manager shall have the authority to authorize, contract for or otherwise allow free, discounted or permit parking within the Parking Facilities. Prior to the execution of this Agreement, the Executive Director shall delineate and provide to Manager the Commission's policy with respect to all such free, discounted, validated and permit parking, and update said policy from time to time for changed circumstances. Manager shall follow such policy and controls in handling such parking transactions and incorporate the same into Manager's approved Policies and Procedures Manual.

E. **Parking Space Availability.** Manager shall constantly monitor the availability of space within the executive/short-term, long-term and overflow lots of the Parking Facilities to insure the constant availability of space and shall plan, sign, implement and operate temporary accommodations or operations for holidays and peak travel periods when additional parking demand occurs. Manager shall also monitor the Parking Facilities for

abandoned and stolen vehicles, shall notify Commission of the same and shall handle said vehicles in accordance with procedures approved by Commission and included in Manager's Policy and Procedures Manual.

F. **Disabled Parking.** Manager shall take appropriate action to assure that adequate parking spaces are reserved for use by disabled persons; that such spaces are properly designated as such; that its snow removal operator shall not block such spaces or access to and from such spaces; and Manager shall use its best efforts to ensure that such spaces are used only by bona fide persons with disabilities. Manager shall be responsible for notifying the Commission's Airport Security Office of any unauthorized parking in space designated for the use of disabled persons.

G. **Towing and Emergency Assistance.** Manager shall continuously maintain the services of a third party contractor to: (1) remove patron's vehicles from the Parking Facilities or move vehicles within the Parking Facilities in an emergency or in a situation where parked vehicles block traffic, and (2) arrange emergency services for parking patrons through said contractor including, as a minimum, the ability to start vehicles with dead batteries, change and inflate flat tires, open doors of vehicles with keys locked inside, and provide enough fuel for out-of-fuel vehicles to be driven to the nearest service station. Manager shall insure that rates charged for these emergency services by said third-party contractor are consistent with rates normally charged in the vicinity of the Airport for similar services, and the same shall be subject to the written approval of the Executive Director.

H. **Public Parking Information.** Manager shall be responsible for informing the public of the parking services and Parking Charges applicable to the Parking Facilities and advertising and promoting the Parking Facilities when and as directed to do so by the Executive Director. All logos, copy, materials and methods used in advertising and promotion shall be subject to the prior written approval of the Executive Director. Manager shall obtain and list in the white pages of local area telephone directories a telephone number for the Airport Parking Facilities. Said listing shall be included within the white pages listing for the Airport.

### **3.03 Equipment and Signage.**

A. **Equipment** Manager shall procure, in accordance with the provision of Article X of this Agreement, and operate and maintain such current and future Parking Equipment and Operating Equipment as is necessary for the operation of the Parking Facilities.

B. **Signs** Manager shall procure, in accordance with the provisions of Article X, and install, operate and maintain such informational, directional, lot identification and Parking Charge signs as are necessary for the operation of the Parking Facilities and are approved by the Executive Director.

**3.04 Personnel Manager** shall recruit, hire and train such management, supervisory, cashiering, clerical and maintenance personnel as are necessary to manage and operate the Parking Facilities, and operate the shuttle buses, in accordance with the terms of this Agreement, including the initial manning requirements as established in **Exhibit G** to this Agreement. Said personnel requirements shall specifically include the following:

A. Site Manager. Manager shall select and appoint an experienced and qualified Site Manager whose duty and responsibility shall be the day-to-day management and operation of the Parking Facilities on behalf of Manager. The Site Manager shall not routinely perform cashiering functions. The Site Manager shall be vested with full power and authority to conduct the normal and ordinary operations of Manager at the Parking Facilities, including the authority to regulate the appearance, conduct and demeanor of Manager's employees and agents. Said Site Manager shall be assigned to a duty station or office at the Parking Facilities and be available during scheduled working hours. During his or her extended absence, a responsible subordinate with commensurate authority shall be in charge and available at the assigned duty station or office and acting as the designated "Assistant Site Manager". The Site Manager's residence must be in close proximity of the Airport to enable him or her to quickly respond to operational emergencies. He or she shall at all times be accessible by telephone or mobile phone for emergencies. In the event of the Site Managers absence, there shall be a designated acting or assistant Site Manager who will take on the job tasks and authority of the Site Manager, during such absence. The Commission's Properties Manager shall be notified by phone or e-mail of any absence expected to exceed one full day.

**Said Site Manager, and any proposed replacement, shall be subject to the prior and continuing approval of the Executive Director. In the event that Manager shall replace such Site Manager without the express written consent of the Executive Director as to such replacement, then this agreement may be terminated by the Commission upon notice to Manager.**

B. Cashiers and Other Employees In addition to the Site Manager, Manager shall select, hire and train such full-time and part-time cashiering, clerical, maintenance and other support personnel as are necessary to meet the staffing and personnel schedules for the operation of the Parking Facilities as are developed by Manager and approved by Commission or established by the Commission from time to time. Manager shall develop staffing levels and personnel schedules reflecting the demand created at the Parking Facilities by airline schedules and passenger loads, including season and weather-related fluctuations to the same. The initial staffing and personnel schedule for the Parking Facilities at the commencement date of this Agreement, together with the salary and wage cost of said personnel, are delineated on **Exhibits G and H**. Cashiers, clerical, maintenance, drivers and other support personnel shall not be paid an hourly direct wage of less than \$7.75 per hour. This minimum hourly wage shall, upon notice from or approval of the Executive Director, be adjusted upwards on the anniversary date of any Contract Year in the event the Executive Director determines that the current level of wage rates in competitive service markets in the Roanoke area necessitates such adjustment or said adjustment is required by Federal or State law.

C. Surveillance and Security Services Manager shall retain any surveillance and security personnel or services which may be requested by the Executive Director to work in conjunction with the Airport Law Enforcement Office in security oversight at the Parking Facilities, the cost of same being subject to Budget approval by the Commission's Executive Director.

D. Corporate Resources Manager shall provide, as part of its management obligations hereunder and

without additional compensation, the resources of its corporate staff to support the management and operation of the Parking Facilities, including but not limited to resources to support signage, Parking Equipment and extraordinary operations problems.

E. Support for Development of Additional Facilities If requested by Commission, Manager shall provide to Commission such corporate planning, design, financing and construction support as Commission may request to assist it in designing and developing additional parking facilities for the Airport, including a parking structure, or a separate surface lot if elected by the Commission, replacement signage, and booth replacement/refurbishment. If requested by Commission, said services shall be provided by separate contract under such fee arrangement as the parties may agree to in writing.

F. Addition and Deletion of Personnel The Executive Director shall have the right, from time to time, and at any time, upon ten (10) days written notice to Manager, to require Manager to add or delete personnel, whether permanent or part-time employees, from the initially approved staffing at the Parking Facilities, as shown on **Exhibit G**, and Manager shall comply with the Executive Director's instructions forthwith. Manager may recommend additions or deletions of personnel, subject to Executive Director approval.

G. Oversight and Control of Personnel

1. Manager shall screen, select and train personnel that have the requisite public customer service skills, technical ability, employment history, criminal history and personal background to perform the duties to which they are assigned. All personnel involved in handling cash must be bonded.

2. All personnel shall be uniformed, and shall wear identification badges or name tags.

3. Manager's employees at the Airport shall be courteous to customers and clean and neat in appearance at all times; employees shall not continue a telephone conversation and handle customers at the same time.

4. Manager's employees shall not use improper language or act in a loud, boisterous or otherwise improper manner.

5. Manager's employees shall not smoke inside any cashier's booth, office, facility, shuttle or motorized equipment provided by Commission.

6. Manager's employees shall not drink an alcoholic beverage while on duty, take or be in possession of illegal drugs or be under the influence of a drug or alcoholic beverage while on duty.

7. Manager's employees shall not permit friends, family or others to come into the Cashier's booth.

8. Manager's employees shall not bring any weapon upon the Airport premises nor possess a



weapon while on the Airport premises.

9. Manager shall promptly discharge employees not meeting the standards imposed by Manager, this Agreement, or the requirements of the Commission for personnel working at the Parking Facilities or the Airport.

10. Manager shall promptly report to the Executive Director any theft or suspected theft from the Parking Facilities or the discharge of employee due to actual or suspected dishonesty.

11. Manager shall not permit any person to operate a licensed vehicle owned by or rented to Commission unless such person has a valid driver's license and an insurable driver's record. Manager shall provide department of motor vehicle record upon request and shall promptly notify Commission of any accident involving the shuttle bus operations.

### **3.05 Conduct of Operations and Quality of Service**

A. Manager shall manage and operate the Parking Facilities in a first class manner utilizing in all respects the highest standards and best practices found in airport public parking operations in the United States. Manager shall employ practices which will maximize Gross Receipts and minimize expenses of operation, while remaining consistent with the high quality of service required by Commission for Airport customers and patrons. Manager shall operate the Parking Facilities in a manner so as to prevent congestion on the Airport access roads and it is expressly agreed that there shall not be a sustained back-up of exiting vehicles for longer than five minutes at any time.

B. Manager shall operate the Parking Facilities twenty-four hours per day, seven days per week, including Sundays and holidays, throughout the year, unless the Executive Director shall change such hours of operation by notice, in writing, to Manager.

C. At least twenty (20) days prior to the effective date of this Agreement, Manager shall develop a Policy and Procedures Manual for the management and operation of the Parking Facilities, all provisions of which shall be subject to the written approval of the Executive Director. Notwithstanding the foregoing requirement, the Commission recognizes that certain items to be included within the Policies and Procedures Manual cannot be completed until certain information concerning the same are available or final decisions concerning the subject matter thereof are made. As soon as such information is available or such decisions are made, but not later than 90 days after the Contract term begins, Manager shall complete the Manual item or element forthwith and submit it to the Executive Director for approval. Said manual shall address, at a minimum, the following subjects: (1) Manager's conceptual approach for the management and operation of the Parking Facilities; (2) general operating and management policies; (3) customer service policies; (4) purchasing and procurement policies and procedures; (5) cashier policies and procedures manual; (6) cash control, deposits, credit card accounting and audit procedures; (7) lot and revenue control procedures; (8) lost ticket procedures; and tickets for overdue cars; (9) customer

complaint and ticket adjustment procedures; (10) employee job descriptions; (11) employee wage and compensation schedules, including policies for longevity pay for employees; (12) employee code of conduct; (13) employee training guides; (14) employee schedules; (15) accident and incident procedures; (16) snow and ice control procedures (including a winter plan for the lots identifying areas for temporary snow storage prior to its removal from the lots, procedures for snow removal, procedures for treating slippery surfaces, procedures for hand-shoveling of snow, if required); (17) facilities maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, equipment to be used or leased, hours of work, number of employees required); equipment maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, as well as emergency repairs procedures/contracts); (18) emergency procedures; (19) procedures to identify and handle abandoned and stolen vehicles; (20) location of Manager's office, and home and mobile phone numbers; (21) company personnel policies ; It shall be the responsibility of Manager to continuously update the contents of the manual to ensure that at all times it reflects the most current policies and procedures for the management and operation of the Parking Facilities. All of said changes shall be subject to written approval by the Executive Director.

D. Manager shall handle customer complaints in accordance with the procedures established by Manager, approved by the Executive Director, and included in Manager's Policies and Procedures Manual approved by the Executive Director.

E. Manager shall develop competitive purchasing and procurement policies and procedures for the management and operation of the Parking Facilities to assure that Manager will obtain quality materials, supplies, services and equipment for the Parking Facilities at a competitive price. Said policies and procedures shall be subject to approval of the Executive Director and shall be included in Manager's Policies and Procedures Manual approved by the Executive Director.

F. Manager shall monitor and recommend at a minimum, at least once a year, or sooner if necessary, to the Executive Director, advanced parking lot management methods and technologies that will enhance parking operations and the customer experience at the Airport. Such technologies or management advancements shall expedite customer access, egress, payment methodologies, parking space availability and such other advances in the use, operation and management of parking facilities.

### **3.06 Manager's Prohibitions**

A. Manager shall not allow unauthorized motor vehicles, boats, campers, motor homes, or storage trailers to park or be parked in the Parking Facilities for storage purposes unrelated to passenger service.

B. Manager shall not permit the Parking Facilities to constitute a nuisance and shall not conduct its business in a loud, boisterous or otherwise improper manner so as to annoy, disturb or offend customers, patrons, concessionaires or tenants of Commission.

C. Manager shall not directly or indirectly run or operate a courtesy vehicle or in any way provide free passenger service to or from any motel, hotel or rent-a-car business or location. Manager shall not advertise in the Parking Facilities, or elsewhere at the Airport, any motel, hotel, overnight service or any other service or business provided by Manager.

D. Manager shall not advertise or allow advertising of any kind at or from the Parking Facilities.

E. Manager shall not alter, modify, improve or change the Parking Facilities without the prior written approval of the Executive Director.

F. Manager shall not divert or cause the diversion of any parking from the Airport. During the term of this Agreement and any renewal hereof, Manager agrees not to own, operate, or have any financial interest in any automobile parking lot or structure within a one mile radius of the Airport.

G. Manager and its agents, employees, contractors and subcontractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport. Upon notification by the Executive Director of any violation hereof, Manager shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly, or improper conduct.

H. Manager and its agents, employees, contractors and subcontractors shall at all times observe and comply with all Commission, local, state and federal laws, ordinances, regulations and policies.

I. Manager shall not install, maintain or operate or permit the installation, maintenance or operation of pay telephones, vending machines or any other coin-operated machine or device for the purpose of selling, offering for sale, or providing any merchandise, product or service upon the Parking Facilities. For the purposes of this provision, but without limiting the generality hereof, amusement, music and entertainment shall be deemed to be services. Commission reserves the right to install or have Manager install any of the afore-referenced equipment, machines or devices, and all income therefrom shall be paid to Commission.

J. Manager shall not post, install or erect any sign, placard or poster at the Parking Facilities or anywhere at the Airport without the prior written permission of the Executive Director. Such signs as may from time to time be permitted by the Executive Director shall be made, posted, maintained and removed in accordance with his or her approval and directions, with the cost thereof being an allowable expense hereunder. Commission shall have the right to remove unauthorized signs at Manager's sole cost and expense.

K. Manager agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the Federal Government, Commission or the Airport Director concerning security matters, parking ingress and egress, and any other operational matters related to the operation of the Airport.

#### **ARTICLE IV**

## **TERM OF AGREEMENT**

**4.01. Term** The term of this Agreement shall be for a period of five years and shall commence at 12:01 a.m., local time, on \_\_\_\_\_, and terminate at midnight, local time, \_\_\_\_\_, subject to earlier termination as provided for in this Agreement.

**4.02. Early Termination** Notwithstanding the provisions of Section 4.01 above, Commission shall have the right to terminate this Agreement, without cause, at any time during the term by giving Manager ninety (90) days advance written notice of said termination.

**4.03. Continuation After Term** Should Manager continue to manage and operate the Parking Facilities, upon the expiration of the term, without notice of cessation or termination by Commission, said continuation shall be deemed a month-to-month renewal of this Agreement terminable by Commission, without cause, upon thirty (30) days written notice.

**4.04. Transition** Upon expiration or earlier termination of this Agreement, Manager agrees to cooperate fully with the Commission and with any successor manager chosen by Commission to ensure a smooth transition from Manager to such successor.

## **ARTICLE V**

### **MANAGER'S REIMBURSEMENTS AND COMPENSATION**

As consideration for Manager providing those services described in this Agreement, Manager shall be reimbursed and compensated as described in Sections 5.01 and 5.02 hereof.

**5.01 Reimbursements** Subject to the limits established in Manager's Annual Budget, as approved in advance and in writing by the Executive Director, Manager shall be reimbursed for any of the following costs it incurs in managing and operating the Parking Facilities ("Reimbursement"):

A. Direct salaries and wages, including overtime, of personnel while directly employed on-site in the management and operation of the Parking Facilities under this Agreement. Any overtime reimbursement requested from Commission shall be within the overtime allowance established in Manager's approved Budget and, upon request of Executive Director, may be required to be accompanied by an explanation of the need for such overtime.

B. The fringe benefit costs on direct salary and wage costs, allowable under Paragraph A above, including the cost of unemployment, excise and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, pension payments, hospitalization benefits and vacation and holiday pay, if any. Manager shall provide an estimated fringe benefit rate as part of Manager's Annual Budget for the prior written approval of the Executive Director. This estimated fringe benefit rate shall be subject to adjustment at year's

end of each Contract Year after audit of Manager's actual direct expenses included within the calculation of Manager's fringe benefit cost for the Contract year. Manager shall be reimbursed for its allowable fringe benefit costs by multiplying the approved estimated fringe benefit rate times the total allowable direct salaries and wages under Paragraph A above.

C. Other allowable direct non-salary costs incurred by Manager for the management and operation of the Parking Facilities, which shall include the following:

1. costs for its operation of an on-site Airport office, including such items as office supplies, postage, telephone expense, computer programming, on-site data processing costs, and furnishings;

2. the costs of maintaining Manager-owned and Commission-owned Parking Equipment and Operating Equipment used in the operation of the Parking Facilities as approved by Commission and shown on **Exhibit B**;

3. the cost of all other on-site direct management and operating expenses, including, but not limited to, signage, snow removal and ice control, tickets and forms, uniforms, contract services, rental of equipment, annual audit expenses (required by this Agreement), lot maintenance (i.e., striping, sweeping, sealing, cleaning, repairs), service agreements, general supplies, taxes and licenses directly charged to the Parking Facilities site or operation, Commission approved bank and credit card service charges, utilities expense, if any, and such other reasonable and necessary direct non-salary costs approved in Manager's annual Budget.

4. Manager's approved Amortization Payment, if any, allowable pursuant to Section 10.01 hereof and shown on **Exhibit C**.

D. The net book value of the equipment and improvements acquired or installed by Manager pursuant to the provisions of Section 10.01 hereof which are reimbursable to Manager pursuant to the provisions of Section 10.03 hereof and the cost of any equipment or improvements acquired or installed by Manager pursuant to Section 10.01 hereof which are to be reimbursed Manager pursuant to the provisions of Section 10.04 hereof. Payments made to Manager pursuant to this paragraph shall not be considered Reimbursements for the calculation of Management Compensation.

E. No expenses other than those specified herein as Reimbursements shall be reimbursed to Manager. Manager's costs for insurance, performance guarantees, fidelity bonds as well as overhead, corporate and regional office expenses and all indirect, non-site specific costs are covered within "Manager's Compensation" provided for in Section 5.02, including but not limited to the following: salaries and related costs and expenses of nonresident or indirect legal, audit, administrative, operations, bookkeeping and executive personnel of the Manager who provide indirect services to the Manager's operations at the facilities; business licenses and permits; franchise fees; assessments; bookkeeping fees; administrative fees; accounting fees, except for sales taxes and permit fees incurred

on items and services purchased for the Parking Facilities; federal, state, and local income and personal property taxes incurred by the Manager or any individual of the Manager's operations; accounting and audit department costs; information system costs; travel expenses of home office or regional managers; general office expenses; entertainment, accommodations, or equipment; contract negotiation expense; costs of settlements of legal disputes involving human rights violations, legal claims and suits, including, without limitation, sexual harassment claims or environmental claims; claim management fees; leasing, maintenance or utility costs of other Manager facilities; the cost of any legal penalties, fines or tickets incurred by the Manager or the Manager's employees, agents or invitees; and all costs of working capital including those related to site operations. Reimbursement will not be made for any expense not included in Manager's approved Annual Budget for said Parking Facilities, as further described in Section 6.07.

**5.02. Manager's Compensation** In addition to the Reimbursement allowable to Manager pursuant to the terms of Section 5.01 above, Commission shall allow Manager, on a monthly basis, as compensation to Manager for the month, the greater of the amount of Manager's Percentage Compensation for the month, calculated in accordance with the terms of this Article V, Article VI and Exhibit E, or: i) the monthly amount in effect for the First Contract Year, or ii) one-twelfth of the amount of Manager's Fixed Compensation for the each succeeding Contract Year.

**5.03. Request for Reimbursement and Compensation** Not later than five (5) business days after the close of each month under this Agreement, Manager shall prepare and file with the Executive Director a written request for Reimbursement and Manager's Compensation in the format described in Exhibit E to this Agreement ("Request for Reimbursement and Manager's Compensation"). The request shall be certified by the Site Manager and Manager's senior finance department representative responsible for preparation of said request. The request shall be accompanied by a certified copy of Manager's payroll for the month, together with receipts for other Reimbursements as called for in Exhibit E. The Executive Director shall review and either approve or disapprove, in whole or in part, the amount of each Request for Reimbursement and Manager's Compensation within ten (10) business days from receipt of each said request. The approval of said requests shall be subject to final year-end adjustments in accordance with Manager's annual reconciliation as specified in Section 5.04 hereof and Manager's annual audit as prescribed in Section 6.08 hereof.

**5.04 Annual Reconciliation** At the end of the First Contract Year and each Contract Year thereafter, if the total Manager's Compensation paid by the Commission for that Contract Year exceed the greater of 1) the Manager's Fixed Compensation for that Contract Year or 2) the amount of Manager's Annual Percentage Compensation for that Contract Year, such excess shall be deducted by Commission from the Manager's Compensation next thereafter due to Manager or shall be paid to Commission if the term shall have expired. If the total Manager's Compensation paid by Commission for such Contract Year is less than the greater of: 1) the Manager's Fixed Compensation for such Contract Year or, 2) the amount of Manager's Annual Percentage

Compensation for the Contract Year, Commission will remit the deficiency to the Manager, with the Manager's Compensation next thereafter due or shall be paid by Commission within ten (10) business days, if the term shall have expired.

**5.05 Allowance of Manager's Reimbursement and Compensation** Upon Commission's approval of the amount of Manager's Request for Reimbursement and Manager's Compensation, Manager may, upon written order of the Commission's Executive Director and Treasurer, withdraw said amount from the "Roanoke Blacksburg Regional Airport Parking Receipts Account" authorized and specified in Section 6.03 of Article VI hereof.

## **ARTICLE VI**

### **GROSS RECEIPTS AND REPORTS**

**6.01 Gross Receipts** "Gross Receipts" shall mean and include all monies paid or payable to Manager for the parking of automobiles and other authorized motor vehicles within the Parking Facilities at the Airport and revenue for services provided by Manager or any other revenue derived on account of the Manager's operation of the Parking Facilities. Without limiting the foregoing, Gross Receipts shall expressly include (a) all monies actually collected from customers and patrons, including receipts from customer and patron credit card transactions; (b) all monies which, in accordance with the Parking Charges established and authorized by Commission for the use of the Parking Facilities, Manager should have collected from any customers or patrons; and (c) all other receipts received or accrued or paid or payable to Manager for any service provided at the Parking Facilities.

Manager shall collect any and all local sales, excise or other patron taxes which may be due and payable on account of Parking Charges or parking transactions at the Parking Facilities and, at Commission's election, shall either (a) deliver said receipts to Commission for transmittal to the taxing authorities, or (b) transmit such tax receipts directly to the taxing authorities along with appropriate tax returns.

**6.02 Adjusted Gross Receipts** The following deductions, exclusions and allowances shall be made against Gross Receipts to determine Adjusted Gross Receipts. Adjusted Gross Receipts shall not include that portion of Parking Charges on any parking ticket issued at the Parking Facilities which is validated as "free parking" or "adjusted parking" under a validation or charge adjustment procedure approved in writing by the Executive Director. Adjusted Gross Receipts shall not include those parking charges Manager should have collected and were not collected. Adjusted Gross Receipts shall not include, to the extent included in deposits or deposited with Gross Receipts, taxes that may be hereafter imposed by law which are separately stated to and paid by a customer or patron and which are lawfully required to be collected by Manager for a taxing authority, and directly payable by Manager to said taxing authority, parking over-charges, the amount of any deductions or transaction fees for credit card transactions, and all other deductions from or adjustments to Gross Receipts authorized in writing by the Executive Director. Any interest or authorized investment income earned on deposits of Gross Receipts shall not be includable

in the calculation of Adjusted Gross Receipts, all of said interest or investment income being payable to the Commission.

**6.03 Deposits** Manager shall require its cashiers to prepare deposits and deposit slips, in accordance with the lot and revenue control procedures approved by the Executive Director and included within Manager's approved Policy and Procedures Manual prepared in accordance with the provisions of Paragraph B of Section 3.05 of this Agreement, for all Gross Receipts received during their respective shifts. Manager shall deposit said cashier-prepared deposits, intact, daily, in such bank or other depository account as the Executive Director shall, from time to time, require. Said deposits shall be made to a bank account as instructed by the Commission Treasurer. Manager shall provide the Commission Treasurer with a copy of all daily deposit slips covering such deposits by 4:00 p.m. of Commission's next business day. On weekends, holidays and nights, Manager shall deposit Gross Receipts in such bank's or other depository's night deposit vault. In the event that Manager shall fail to make a daily deposit of Gross Receipts, Manager shall pay a penalty equal to ten percent of the undeposited Gross Receipts for each twenty-four (24) hour delay in making such deposit, which amount shall be payable to Commission on demand. Commission shall reimburse Manager within ten (10) days of Manager's submission of Manager's Reimbursement and Compensation Request provided all required receipts and supporting documentation are in order.

**6.04 Accounting Records** Manager shall keep true and accurate books of account and records covering the Gross Receipts and expenses of operating and maintaining the Parking Facilities, including Reimbursements and Manager's Compensation, during the term and any renewal hereof and for three years thereafter. Said books of account and records shall be kept and preserved in hard copy, computer disc or other media source acceptable to Commission.

**6.05 Reports and Supporting Information**

A. Manager shall prepare and file with the Commission's Director of Finance, by the due date therefor, those daily, monthly and annual reports ("Reports") regarding the operation and management of the Parking Facilities as called for in this Article VI and in the lot and revenue control procedures and the customer and patron complaints, claims, disputes and correspondence procedures approved by the Executive Director and included in Manager's approved Policies and Procedures Manual.

B. Manager shall also keep full and accurate records, books, summaries and data with respect to all collections of Parking Charges made or which should have been made by it hereunder, including the tickets issued, redeemed, lost, unaccounted for and any transactional information related thereto, which shall support the monthly Statements and Reports delivered to Commission, including the amount of any state or local sales, excise, or other consumer tax return records. Manager shall retain all such supporting documentation (including all parking tickets, transactional data and lost ticket reports) and shall make such documentation available to the Commission on



request. Manager shall continue to retain all such Parking Charges documentation for such retention periods as are agreed to by Commission and Manager and included in the Procedures Manual. The making of any willfully false report or statement of any kind shall authorize the Commission to immediately terminate this Agreement.

C. Commission shall have the absolute right to copy and use for its benefit or the benefit of any successor operator, any and all reports and supporting information in any way related to the operation and management of the Parking Facilities or any transactions or parking therein. Manager shall prepare and provide to Commission, as and when requested, such other transactional and operational data regarding the management and operation of the Parking Facilities as the Executive Director may request from time to time.

**6.06 Rights of Inspection and Audit** Should Commission elect from time to time to inspect the books of account and records referenced in Section 6.04 or the Reports or any supporting information referenced in Section 6.05, Manager shall provide Commission and its representatives, upon three (3) calendar days prior written notice, unlimited access to all of its books of account and records (including but not limited to those records maintained on computer disks and other media, Reports and supporting information, all of which may be copied by Commission and its representatives. Without limiting the generality of the foregoing, the Commission or its representative shall have the right, upon three (3) calendar days prior notice, at any time and from time to time, to audit all of the records of Manager relating to business transacted at or from the Airport including, but not limited to, those identified in Sections 6.04 and 6.05 and, upon request, Manager shall make all such information available for such examination at the Airport, all of which may be copied by Commission and its representatives. If delay or additional costs are incurred in connection with such audit, which are caused by Manager, Manager shall be responsible for such additional costs. If Manager so desires, and Commission concurs, the Commission or its representative may conduct the audit at a location, other than at the Airport, at Manager's expense, including, but not limited to, Manager's reimbursement of Commission's travel expenses, travel time, and other related expenses. None of the aforementioned expenses shall be included as a Reimbursement by Manager under the provisions of this Agreement. If an audit discloses that any of the books of account or records or Reports then being audited understated or overstated the Gross Receipts by two percent or more, overstated Reimbursements by two percent or more, or overstated Manager's Compensation by two percent or more, the costs and expenses of the audit, the amount due and interest on the amount due at the rate of fifteen (15) percent per annum from the end of the month in which such discrepancy occurred, shall be paid immediately to Commission by Manager. The understatement or overstatement shall also constitute a breach of this Agreement. If an audit discloses amounts due Commission below the threshold amounts aforesaid, the amount due, together with interest on the amount due at the rate of twelve (12) percent per annum from the end of the month in which such discrepancy occurred, shall be paid immediately to Commission by Manager.

**6.07 Manager's Annual Budget** Prior to the commencement date of this Agreement, and thereafter by April 1<sup>st</sup> of each Contract Year, Manager shall prepare and submit to the Executive Director for his or her written approval an annual Budget of estimated Gross Receipts, Reimbursements, Manager's Compensation and estimated Net Revenue. The Budget shall be in the format described in **Exhibit H** attached hereto with appropriate supporting detail, including detail of direct salary and wage expense, fringe benefit costs and supporting schedules for major categories of operating expense comprising Reimbursements. The form and content of said supporting data will be agreed to by Commission and Manager as part of the initial Budget approval process under this Agreement. Once approved by the Executive Director, said approved Budget shall be the control limit on Reimbursements to Manager and Manager's Compensation under this Agreement. Said Budget shall also include a calculation of Manager's estimated fringe benefit rate for the Contract Year in question. Such annual Budget shall be effective on July 1 of each Contract Year. Manager shall prepare and file with the Commission by the fifteenth date of the month following the close of each quarter of a Contract Year hereunder, a year-to-date report on Manager's Annual Budget, including an analysis of positive and negative variances, if any.

**6.08 Annual Audited Statement of Net Revenues** Within ninety (90) days of the end of each Contract Year during the term of this Agreement or any renewal hereof, Manager shall submit to the Executive Director, in form and content acceptable to her or him, a "Schedule of Gross Receipts, Reimbursements and Manager's Compensation" for the Roanoke Blacksburg Regional Airport Parking Facilities, prepared in accordance with generally accepted accounting principles, accompanied by an opinion of an independent certified public accountant, which statement shall set forth the Gross Receipts, Reimbursements and Manager's Compensation for the prior year and as authorized under this Agreement. If any such statement discloses that additional sums are due Commission, Manager shall pay to Commission such additional sums with the submission of said statement to Commission at the office of the Executive Director. If any such statement discloses that additional sums are due Manager, Commission shall authorize such additional payment to Manager upon review and approval of such statement by Commission. The aforesaid statement shall be accompanied by the opinion of such independent certified public accountant in accordance with the provisions of Statement of Auditing Standards No. 62, Special Reports, as promulgated by the AICPA, in substantially the following form:

We have audited the accompanying Schedule of Gross Receipts, Reimbursements and Manager's Compensation (as those terms are defined in the Management Agreement dated \_\_\_\_\_, 201\_, between the Roanoke Regional Airport Commission and \_\_\_\_\_, (Manager) for the Roanoke Blacksburg Regional Airport Parking Facilities for the twelve months ended \_\_\_\_\_. This Schedule is the responsibility of \_\_\_\_\_'s management. Our responsibility is to express an opinion on this Schedule based on our audit.

We have conducted our audit of the Schedule in accordance with generally accepted auditing

standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall Schedule presentations. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Schedule of Gross Receipts, Reimbursements and Manager's Compensation referred to above presents fairly, in all material respects, the Gross Receipts, Reimbursements and Manager's Compensation for the twelve months ended \_\_\_\_\_, as defined in the Management Agreement referred to above. In addition to providing the above opinion, the auditor shall provide a supplemental management letter, in form and substance acceptable to the Executive Director, reporting on the adequacy of Manager's internal controls in the operation of the Parking Facilities.

**ARTICLE VII**  
**MAINTENANCE, REPAIRS, AND IMPROVEMENTS**

**7.01 Commission Maintenance and Repairs**

A. Commission shall be responsible for all structural maintenance and repairs or replacements of all surface areas comprising the Parking Facilities; the exit plaza facilities, including the canopy, islands, cashier's booths and the Manager's office; sidewalks, walkways; directional signs to, from but not within the Parking Facilities, and permanent fixtures and fixed improvements which comprise the Parking Facilities; electrical systems and service lines provided to the Parking Facilities and to Parking Equipment; for area exterior lighting within the Parking Facilities; for storm water and drainage systems within and to and from the Parking Facilities; and for plumbing and HVAC systems within the Manager's office and booths. Commission shall also be responsible for ordinary repairs and routine maintenance of the golf cart; ordinary repairs to plumbing and HVAC systems in Manager's office and booths; and the ordinary maintenance and repair of lot electrical, drainage and storm water systems and the lot lighting, including re-lamping. Commission will be responsible for repairing or overlaying of pavement, but may require Manager to undertake crack sealing and seal coating. Manager shall be responsible for clearing vehicles from areas to be maintained or rehabilitated. Commission shall be responsible for maintaining/replacing all full sized trees and arranging for the replacement of other plantings on its own initiative or the suggestion of Manager.

B. Commission may, at its option, from time to time, direct Manager to perform any maintenance, repair or replacement for which Commission is responsible hereunder, in which event Manager will be paid the cost of its performance as a Reimbursement in accordance with Section 5.01 of Article V.

C. The cost of any repair, replacement or maintenance incurred by Commission, other than ordinary wear and tear as a result of Manager's negligence or intentional misconduct, or that of its subcontractors, shall be reimbursed to Commission by Manager and said cost shall not be allowable as a Reimbursement pursuant to Section 5.01 of Article V.

**7.02 Manager's Maintenance and Repairs**

A. Manager shall be responsible for all maintenance and repairs to the Parking Facilities not otherwise the obligation of Commission under Section 7.01 above, the Parking Equipment and the Operating Equipment. Manager's obligations shall include, without limitation, all snow and ice removal from and treatment of all parking areas and roadways within the Parking Facilities, including, the entrance and exit lanes of the Parking Facilities, sidewalks, ramps, and steps within the parking facility, from whatever cause or source; cleaning and sweeping of pavement, including entrance and exit lanes and sidewalks ramps and steps; lot striping and marking; if necessary; regular mowing during growing season or as needed, seeding, trimming and daily trash removal from grass areas, grass islands planting areas, and fertilized areas within the parking facility; and grass areas around the parking facilities as indicated on Exhibit I, as well as ramp leading to and from the ready return car rental lot; and the provision of and maintenance and repair of all parking signage within the Parking Facilities, the locator signs mounted on the light poles. Manager shall re-stripe and/or paint the stalls, lanes, fire lanes and directional surface markings of the short term, long-term, overflow lots and ready/return lots of the Parking Facilities at such intervals during the term as may be recommended by Manager and agreed to or established by the Executive Director. Commission shall be responsible for planting, fertilizing, mulching and maintenance of the planters located at the brick wall that separates the terminal roadway from the public parking lot;

B. Maintenance of Car Rental Ready/Return Lot. Manager shall be responsible for the maintenance of the car rental ready/return lot, which includes cleaning and sweeping of pavement, trash removal from grass islands and fertilization of the grass area within the ready/return lot, maintenance, mowing, seeding, and trimming of grass islands and fertilized areas within the ready/return parking lot and maintenance, repair and/or replacement of the wheel stops in the ready return lot.

C. As part of its obligations to Commission, Manager shall have the duty to promptly notify the Commission's Property Manager of any conditions or events which would necessitate Commission performing any of its maintenance, repair or replacement obligations under the above provisions of Section 7.01.

**7.03 Commission's Right To Inspect Maintenance** The Commission shall be the sole judge of the quality of maintenance and repairs performed by the Manager. The Commission may at any time, without notice, enter the Parking Facilities to determine if satisfactory maintenance and repairs are being performed. If Commission determines that said maintenance or repair is not satisfactory, Commission shall so notify Manager in writing. If said maintenance or repair is not performed satisfactorily by Manager within fifteen (15) days after receipt of the

aforesaid written notice, Commission or its agents shall have the right to enter upon the Parking Facilities and perform the maintenance or repair on behalf of Manager and Manager agrees to promptly reimburse Commission for administrative costs equal to 15% of total cost.

Notwithstanding the above provision, any hazardous or potentially hazardous condition shall be corrected immediately upon receipt by Manager of oral notice given by Commission.

**7.04 Cleaning of Parking Facilities** Manager shall be responsible for the cleaning of the Parking Facilities, including sidewalks, ramps, steps and landscaped areas, which shall include but not be limited to sweeping, moving, picking up, and containerizing all litter, debris, trash, waste, garbage, leaves, sand, abrasive materials, refuse, and petroleum wastes and the removal and clean-up of gas, solvents, and similar spills from vehicles using said areas and facilities, in accordance with state and federal EPA requirements and compliance with Airport SWPP. Cleaning operations shall be performed as frequently as may be necessary to keep and maintain the Parking Facilities at all times in a clean and orderly condition. If Commission determines that said cleaning is not satisfactory, Commission shall so notify the Manager in writing. If said cleaning is not performed satisfactorily by Manager within twenty-four (24) hours after receipt of written notice, Commission or its agents shall have the right to enter upon the Parking Facilities and perform the cleaning, and the manager agrees to promptly reimburse Commission for administrative costs equal to 15% of total cleaning costs.

Manager shall provide complete and proper arrangements for the sanitary handling of all non-hazardous trash, garbage and other refuse resulting from its operation of the Parking Facilities and shall provide for the timely removal thereof to a Commission provided dumpster designated by Commission.

**7.05 Maintenance Summary** The parties hereto agree that the maintenance schedule attached hereto as **Exhibit I** summarizes the Commission's and Manager's major maintenance and repair obligations under this Agreement as of the effective date hereof. The parties hereto agree to amend the same from time to time as necessary to add, delete or clarify responsibilities of the parties with respect to maintenance and repair of the Parking Facilities. Except to the extent **Exhibit I** is specifically amended, then in the event of a conflict between the provisions of **Exhibit I** and this Article VII, the provisions of this Article VII shall control.

**7.06 Use of Subcontractors** In the event that Manager employs subcontractors to perform any maintenance or repair obligation of Manager, Manager shall provide Commission with the identification of said subcontractor, an indemnity to Commission covering said subcontracted work from said contractor, and certificates of insurance, in form and substance acceptable to Commission, evidencing liability, workers compensation and other applicable insurance required under Manager's approved procurement process and naming the Commission, its officers, members and employees as additional insureds; provided that such indemnity and insurance shall be in addition to that provided by Manager, and shall not relieve Manager of its insurance and indemnity obligations otherwise provided herein to Commission.

**7.07 Future Improvements by Commission** The Commission anticipates an upgrade of the Parking Facilities during the term of the agreement that may include, but may not be limited to replacement and expansion of the parking lot booth at the exit plaza, replacement of parking lot ticketing and revenue control equipment, the overlay of the short term, long term and car rental ready/return parking lots, and replacement landscaping. A covered walkway along the center walkway was recently constructed and will be available to passengers during the term of this Management Agreement.. Manager shall be responsible for maintaining such improvements including cleaning, sweeping, lot striping and markings, asphalt sealing, mowing, seeding, trimming and trash removal. Manager shall have the same obligations for all maintenance and repairs, for any parking lot improvements as exists in the existing Parking Facilities and the Car Rental Ready Return Lot.

## **ARTICLE VIII**

### **REFUSE AND WASTE**

**8.01 Refuse** Manager shall be responsible for the collection, storage and removal from the Parking Facilities of all garbage, debris and other non-hazardous waste materials, either solid or liquid, arising out of Manager's activities on the Airport or arising from its obligations pursuant to Article VII of this Agreement. Manager covenants to keep the Parking Facilities free and clear at all times of all such garbage, debris and other non-hazardous waste materials in accordance with its obligations pursuant to Article VII. No garbage, debris or other waste materials shall be thrown, discharged or deposited or permitted to be thrown, discharged or deposited on Airport property or any bordering property of the Airport, nor shall it be placed in waste containers owned and/or operated by Commission, except for a dumpster which shall be designated for Manager's use in common with other tenants.

### **8.02 Other Refuse and Hazardous Materials, Substances or Wastes**

A. **Compliance with Environmental Laws:** Manager shall comply with all federal, state and local laws, rules, regulations, resolutions and ordinances controlling air, water, noise, solid wastes and other pollutants and relating to the use, storage, transport, release or disposal of hazardous materials, substances, or wastes, including ROA Storm Water Pollution Prevention Plan.

B. **General:** Manager shall not bring or allow or permit to be brought onto the Parking Facilities any hazardous, toxic, or petroleum material, substance or waste, except as may be required in the normal conduct of its business and properly contained and stored, or as normally and properly contained in vehicles and equipment and in compliance with all applicable federal, state, and local laws, rules, and regulations.

C. **Hazardous Wastes and Materials:** Manager shall not store, dispose of or release any hazardous or toxic substances, wastes or materials of any kind on the Parking Facilities or Airport premises, nor shall Manager place such wastes in waste containers or dumpsters provided and emptied by the Commission. Compliance with all

environmental laws shall be Manager's sole responsibility at its sole cost.

D. Report Release of Hazardous Materials: Manager shall immediately furnish to the Executive Director written notice of any and all releases of hazardous wastes, materials or substances whenever such releases are required to be reported to any federal, state, or local authority, and pay for all clean up and removal costs. Such written notice shall identify the substance released, the amount released, and the measures undertaken to clean up and remove the released material and any contaminated soil or water, and shall further certify that no contamination remains. Manager shall also provide Commission with copies of any and all reports resulting from tests on Airport property or made to any governmental agency which relate to Airport property.

E. Environmental Indemnification: Regardless of Commission's acquiescence and in addition to indemnification provisions contained elsewhere in this Agreement, Manager shall defend, indemnify and hold Commission, its officers, agents, and employees, harmless from all costs, liabilities, fines or penalties, including attorney's fees, resulting from or arising out of Manager's violation of this Article and agrees to reimburse said parties for any and all costs and expenses incurred in eliminating or remedying such violations. Manager further covenants and agrees to reimburse Commission and hold Commission, its officers, agents and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the Commission as a result of Manager's disturbance, use, release or disposal of any petroleum product, asbestos, hazardous substance, material, or waste onto the ground or into the water or air. Notwithstanding the above, Manager shall in no way be liable for the introduction onto Airport property, including the Parking Facilities, of hazardous substances, wastes or materials by others, except for those others over which Manager has control or a duty to control; however, Manager shall be responsible for taking action to report and clean-up any release from a vehicle parked in the Parking Facilities in accordance with Paragraph D above.

F. Any environmental condition, hazardous substance or hazardous waste which was present on the Parking Facilities prior to this Agreement shall not be the responsibility of Manager.

## ARTICLE IX

### STORM WATER COMPLIANCE

**9.01 Definitions** For purposes of this Agreement, the following definitions shall apply:

(a) Storm water. Storm water runoff, snow melt runoff, and surface runoff and drainage.

(b) Storm water discharge associated with industrial activity. As defined by EPA, storm water discharge associated with industrial activity means the discharge associated with any conveyance which is used for collecting and conveying storm water, and which is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from

the NPDES program under 40 CFR Part 122. For the categories of industries identified in subparagraphs (i) through (x) of this subsection, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40 CFR 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in subparagraph (xi), the term includes only storm water discharges from all areas (except access roads and rail lines) that are listed in the previous sentence where material handling equipment of activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purpose of this paragraph, material handling activities include the: storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are Federal, State, or municipally owned or operated) that meet the description of the facilities listed in this paragraph (i)-(xi) include those facilities designated under the provisions of 122.26(a)(1)(v).

(c) Significant materials. Significant materials include, but are not limited to, raw materials; fuels; materials such as solvents, detergents and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under section 101(14) of CERCLA; any chemical the facility is required to report pursuant to section 313 of title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have a potential to be released with storm water discharges. [See 40 CFR 122.26(b)(12).]

(d) Best Management Practices (“BMP”). This term describes practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces.

**9.02 Acknowledgments** (a) Notwithstanding any other provisions or terms of the Agreement, Manager acknowledges that the Airport is subject to federal storm water regulations, 40 C.F.R. Part 122, for “vehicle maintenance shops” (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and any applicable state storm water regulations. Manager further acknowledges that it is familiar with these storm water regulations, and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.



(b) Notwithstanding any other provisions or terms of the Agreement, Manager acknowledges that Commission has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Parking Facilities occupied, used or operated by the Manager. Manager acknowledges that the storm water discharge permit issued to the Commission may name the Manager as a co-permittee.

(c) Notwithstanding any other provisions or terms of this Agreement, and in addition to indemnification provisions contained elsewhere in this Agreement, Commission and Manager both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Manager acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to “significant materials” generated, stored, handled or otherwise used by the Manager, as defined in the federal storm water regulations, by implementing and maintaining “Best Management Practices.”

(d) Manager acknowledges that Commission’s storm water discharge permit, as it may be amended, is incorporated by reference into this Agreement and any subsequent renewals.

**9.03 Agreement Compliance** (a) Commission will provide Manager with written notice of those storm water discharge permit requirements that are in Commission’s storm water permit and that Manager will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm water pollution prevention or similar plans; implementation of Agood housekeeping@ measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Manager, within seven (7) days of receipt of such written notice, shall notify Commission in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Manager does not provide such timely notice, it is deemed to assent to undertake such requirements. If Manager provides Commission with timely written notice that it disputes such storm water discharge permit requirements, Commission and Manager agree to negotiate a prompt resolution of their differences. Manager warrants that it will not object to written notice from the Commission for purposes of delay or avoiding compliance.

(b) Manager agrees to undertake those storm water discharge permit requirements for which it has received written notice from the Commission. Manager warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Commission and Manager. Manager acknowledges that time is of the essence.

(c) Commission agrees to provide Manager, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.

(d) Manager agrees that the terms and conditions of the Airport’s storm water discharge permit may

change from time to time and hereby appoints Commission as its agent to negotiate with the appropriate governmental entity(ies) any such permit modifications.

(e) Commission will give Manager written notice of any violation by Manager of the Commission's storm water discharge permit or program or the provisions of this section. Manager acknowledges and agrees that such a violation shall be considered material and shall constitute an event of default under this Agreement and grounds for termination. Manager agrees to cure promptly any violation.

**(f) Manager agrees to participate in any Commission-organized task force or other work group established to coordinate storm water activities at the Airport. It will arrange for a representative to attend annual training related to Commission's SWPPP and will implement relevant Best Management Practices contained in such Program.**

**9.04 Indemnification** . Notwithstanding any other provisions of this Agreement, Manager agrees to defend, indemnify and hold harmless Commission, its officials, officers, agents, and employees and other storm water permit co-permittees for any and all claims, demands, costs (including attorney's fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Manager's actions or omissions, including without limitation, failure to comply with Manager's obligations under this Article, the applicable storm water regulations, and storm water discharge permit, unless the result of Commission's sole negligence. This indemnification shall survive any termination or non-renewal of this Agreement.

## ARTICLE X

### **AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS**

**10.01 Approvals for Parking Equipment, Operating Equipment and Improvements** As of the execution date of this Agreement, there are no Manager-owned Parking Equipment or Operating Equipment or Manager-constructed improvements to the Parking Facilities.

A. **Process and Procedures** Before Manager may acquire any Parking Equipment or Operating Equipment for, or make any improvements to the Parking Facilities, Manager must request approval from the Executive Director to acquire said equipment or make said improvements and provide the Executive Director with the justification and the cost therefore, the procurement specifications to be used to obtain said equipment or make said improvements, the allowable costs of financing therefore, if any, and the estimated useful life of said equipment or improvement. Upon written approval by the Executive Director, Manager shall proceed to acquire said equipment or make said improvement in accordance with said approvals and in accordance with the procurement process approved by Commission. Upon completion of the purchase or improvement, the equipment or improvement, its cost and useful life and its monthly amortization shall be incorporated into revised **Exhibits B and C**. In addition, the Executive Director shall also have the right to require Manager to procure additional

Parking Equipment, Operating Equipment or make improvements to Parking Facilities that she or he deems necessary for the operation of the Parking Facilities under the procedures as outlined aforesaid. Upon acquisition of said equipment or completion of said improvement, as aforesaid, Manager shall forthwith provide the Commission with evidence of payment to its contractors, subcontractors and suppliers and with verification of final costs in form and substance acceptable to the Executive Director.

B. **Equipment Replacement and Procurement**: Within sixty (60) days of the commencement date of this Agreement, Manager shall undertake a full review of the Operating and Parking Equipment and make recommendations for replacement of the current Parking Equipment with a new state-of-the art computerized revenue control system, automated cashier equipment for an express lane and other revenue and control parking equipment, as well as a proposed schedule therefore. Said recommendation shall be accompanied by procurement specifications and cost estimates together with other documentation required by Paragraph (A) of this Section 10.01. Manager shall proceed to procure and install said equipment upon approval by the Executive Director in accordance with the requirements of this Article X, and an approved schedule, and provide the Commission with such documentation of title and warranty to said equipment as the Executive Director may require.

**10.02 Purchase of Equipment**. If, upon the expiration or termination of this Agreement, Manager and Commission do not enter into an Agreement providing for the continued management and operation of the Parking Facilities by Manager, Commission shall pay Manager for the net book value of any Parking Equipment and Operating Equipment purchased for the operation of the Parking Facilities and approved by Executive Director and remaining unreimbursed. The net book value of said equipment shall be determined by multiplying Manager's initial cost for the same by the fraction, the numerator of which is the remaining useful life of said equipment, expressed in calendar months, and the denominator of which is the initial useful life of said equipment, expressed in calendar months. Manager shall provide Commission with all maintenance manuals.

**10.03 Payment for Improvements** If, upon the expiration or termination of this Agreement, Manager and Commission do not enter into a new Agreement providing for the continued operation and management of the Parking Facilities by Manager, Commission shall reimburse Manager for the net book value of any improvements made by Manager to the Parking Facilities and approved by Executive Director and remaining un-reimbursed in full. Manager's reimbursement shall be the net book value of said improvement determined by multiplying Manager's initial cost for the same by the fraction, the numerator of which is the remaining useful life of said improvement, expressed in calendar months, and the denominator of which is the initial useful life of said improvement expressed in calendar months.

**10.04 Immediate Reimbursement to Manager** In lieu of payment to Manager of the Amortization Payment under Section 5.01, Paragraph C, Commission may elect to immediately reimburse Manager for the cost of any equipment purchase or improvement made pursuant to Section 10.01 above. In the event Commission so elects,

Manager's cost will be reimbursed within 30 days of acquisition or completion, based upon Manager's invoice and such other documentation of title or completion as the Executive Director may require, and said equipment or improvement shall not be subject to an Amortization Payment.

**10.05 Other Provisions Governing Equipment Acquisition and Improvements** The Manager shall follow and strictly comply with the following provisions in its procurement of equipment and making any improvement under the provisions of Section 10.01 above.

A. General. Manager will not acquire any Parking Equipment or Operating Equipment nor make any alterations or improvements to the Parking Facilities until after first obtaining the written consent of the Executive Director in accordance with Section 10.01 above. All installations of equipment and alterations and improvements to the Parking Facilities made by the Manager shall be made in a workmanlike manner without damage to the Parking Facilities, except such damage that is promptly repaired or corrected by the Manager. No installation, improvement or alteration shall be made unless the Executive Director shall first review and approve in writing the plans and specifications for such installation, alteration or improvement, and Manager shall have obtained all applicable building permits.

B. Construction Bonds and Insurance.

1. Bonds Prior to the Executive Director granting authority to Manager to proceed with the installation of any equipment or the construction of improvements or alterations, Manager may be required to provide construction completion and labor and material payment guarantees, in a sum equal to the full cost of the installation or construction, such guarantees to be substantially in the form attached hereto as Exhibit J.

2. Insurance Prior to the Executive Director granting authority to proceed with the installation of any equipment or the construction of any improvement or alteration, Manager or its contractor shall take out and maintain during the construction period Workers' Compensation and Contractor's comprehensive general public liability insurance, wherein the Commission, its officers, agents and employees are named as additional insureds. Coverage shall protect the contractor and any subcontractor performing work from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations during the construction or installation, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by them. Such policy or policies shall not exclude the "Explosion Hazard" nor the "Collapse Hazard" and shall be in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor, or any property over which the contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

The contractor shall also obtain Builder's Risk insurance covering all work incorporated in the Parking Facilities and all material for the same in, on or about the Airport.

In addition, the contractor shall obtain public liability insurance to cover each automobile, truck or other vehicle used in the performance of the installation or construction in an amount not less than a combined limit of One Million Dollars (\$1,000,000) for bodily injury and for property damage per occurrence.

The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining areas of the building or the work and property of others on the site beyond the limits of insurance maintained. All agreements between Manager and its contractors shall provide that the contractor shall defend, indemnify and hold harmless the Roanoke Regional Airport Commission, its officers, agents, and employees from any injury, damage, claims, fines or costs arising out of its work for Manager or the work of its subcontractors.

C. All Equipment and Improvements to Conform with Statutes. All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications therefor, constructed or installed by Manager, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by the Commission or the Executive Director shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all such laws and rules and regulations, including obtaining all necessary permits and approvals, shall at all times remain with Manager.

D. Disapprovals. In the event of disapproval by the Executive Director of any portion of any plans or specifications, Manager shall promptly submit necessary modifications and revisions thereof for approval by Executive Director. Executive Director shall act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Executive Director, and no alterations or improvements shall be made to or upon the Parking Facilities without the prior written approval of the Executive Director. The Commission, through the Executive Director, shall have the absolute right to disapprove the installation of any equipment or the construction of any improvements or alterations and such refusal shall be deemed reasonable and final.

E. Provision of As-Built Drawings. Upon completion of any installation, improvement or alteration, Manager shall provide Commission two (2) completed sets of as-built drawings in electronic (PDF and CADD) form as specified by Commission. Manager agrees that, upon the request of Commission, Manager will inspect the installation or improvement jointly with Commission to verify the as-built drawings.

F. Title to All Equipment. Except as may be otherwise specified in writing in the Executive Director's approval to Manager pursuant to paragraph A above, title to all equipment acquired and improvements

made to the Parking Facilities shall immediately pass and vest in Commission upon installation or completion. Title to Manager provided trade fixtures which are not included as Parking Equipment or Operating Equipment and which purchase price has not been charged to Commission, hereunder shall remain in Manager. Unless otherwise agreed to in writing by Manager and Executive Director, upon completion of any installation, improvement or construction made by Manager to the Parking Facilities, title to same shall vest and remain in Commission.

G. Right to Other Property. Except as may otherwise be provided for herein, Manager shall have the right upon the termination of this Agreement to remove any of its trade fixtures, expendables, and personal property, if any, from the Parking Facilities which have not assumed the nature of an improvement or fixture to real property and/or have not been paid for by Commission as a reimbursable or otherwise; provided, however, that Manager is not then in default hereunder, and provided further that Manager, at its sole cost and expense, shall repair or shall reimburse the Commission for the cost of repairing any damage which may be caused by such removal. Upon failure of Manager to remove such property within twenty-four (24) hours after the date of termination of this Agreement, the Executive Director shall have the right to remove such property, notwithstanding any security interest in same, and to store it, and Manager shall pay to the Commission the cost of such removal and storage or at the option of the Commission's representative, any such property remaining after the termination of this Agreement shall immediately be and become the property of the Commission.

## ARTICLE XI

### INDEMNIFICATION AND INSURANCE

**11.01 Indemnification - Commission Held Harmless** Manager shall defend, indemnify and hold harmless the Commission, its past, present and future appointed officials, officers, agents and employees against and from any and all claims, demands, debts, liabilities, penalties, fines, and causes of action, including without limitation reimbursing the Commission for all expenses and reasonable attorneys' fees incurred in connection therewith, whether in law or in equity, by reason of death, injury or damage to any person or persons, or loss or damage or destruction of property or loss of use thereof, whether it be the person or property of Manager, or Commission or their agents, employees, invitees or of any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Parking Facilities.

**11.02 Manager's Environmental Obligation and Indemnity** Manager shall not cause or permit any gasoline, oil, paint, paint waste or hazardous, toxic or dangerous waste, substance or material to be used or placed on, under, or about the Airport, including the Parking Facilities, in violation of this Agreement or any governmental laws or regulations, or filings, either federal or state, applicable to environmental concerns, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Clean Water Act. In the event Manager becomes aware that any gasoline, oil, paint, paint waste or hazardous, toxic or dangerous waste, substance or

material has been used or placed by it or its agents, servants, contractors or employees on, under, or about the Airport or the Parking Facilities, in violation of any such governmental law, regulation or ruling, Manager shall immediately notify the Commission in writing of such fact, and if such occurrence results from a breach by Manager of its obligations hereunder, Manager shall, at Manager's expense, take such remedial action as is necessary to correct any such violation, remove from the Airport such substances and materials giving rise to any such violation, and take such action as is necessary to prevent a recurrence of such violation. Manager shall have the affirmative duty to clean up and properly dispose of any gas, transmission fluid, or similar type of oil, leak or spill in and about the Parking Facilities occurring during the normal course of operations at the Parking Facilities.

In addition to and not in place of any other indemnification obligations contained in this Agreement, Manager shall defend, indemnify, and hold harmless the Commission, its past, present and future officials, officers, agents and employees, from and against any and all costs of clean up or other remedial actions, claims, demands, suits, judgments, fines, penalties, costs and expenses for violations of any such governmental law, regulation, or ruling resulting from Manager's operations hereunder upon the Airport, including the Parking Facilities and the Car Rental Ready Return Parking lot; and Manager shall reimburse the Commission for all expenses, including reasonable attorneys' fees, incurred in connection therewith. The Commission shall give Manager prompt and reasonable written notice of any such claim or action known to it, and Manager shall have the right to investigate, compromise, and defend the same to the extent of its own interest. Manager's obligation to indemnify hereunder shall survive any expiration and/or termination of this Agreement.

**11.03 Waiver of Liability** In no event shall Commission be liable in any manner to Manager or any other party as the result of the acts or omissions of Manager, its agents, employees, contractors or any tenant of Commission.

**11.04 Insurance** The following general requirements apply to all operations under this Agreement.

A. **Insurance Required Prior to Execution** Commission shall not execute this Agreement until all insurance requirements contained in this Agreement shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the Commission as to form and content has been filed with the Executive Director. A certificate of insurance is the required form of evidence of compliance in all cases.

B. **Quality of Insurance Company** Any and all companies providing insurance required by this Agreement must meet minimum financial security requirements as follows: (1) Best's Rating not less than B+ and (2) current Best's Financial Category not less than Class VII. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide--Property-Casualty. The ratings for each company must be indicated on the certificate of insurance form.

C. Insurance to be Maintained During Term Any and all insurance required by this Agreement shall be maintained during the entire term of this Agreement, including any extensions thereto. The Executive Director shall have the right to inquire into the adequacy of the insurance coverages set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.

D. Notice of Cancellation The Executive Director shall, without exception, be given not less than thirty (30) days notice prior to cancellation for any reason other than non-payment of premium or for material change of any insurance required by this Agreement. Non-payment of premium or material change shall require ten (10) days notice of cancellation. Confirmation of these mandatory notice of cancellation provisions shall appear on the certificate of insurance and on any insurance policies required by this Agreement.

E. Commission and Others as Additional Insureds The Roanoke Regional Airport Commission, its officers, officials, agents and employees shall be covered as Additional Insureds under any and all insurance required by this Agreement except for Workers' Compensation and Employer's Liability, and such insurance shall be primary with respect to the Additional Insureds. Confirmation of this shall appear on the certificate of insurance and on any applicable insurance policies.

F. Authority of Insurance Agent Each and every agent acting as "Authorized Representative" on behalf of a company affording coverage under this Agreement shall warrant when signing the certificate of insurance that specific authorization has been granted by the companies for the agent to bind coverage as required and to execute the certificate of insurance as evidence of such coverage. In addition, each and every agent shall warrant when signing the certificate of insurance that the agent is licensed to do business in the Commonwealth of Virginia.

**11.05 Commercial General Liability Insurance** Manager shall procure and maintain Commercial General Liability Insurance, on a per occurrence basis, in an amount not less than five million dollars (\$5,000,000) Bodily Injury and Property Damage combined single limit. Coverage must include comprehensive Broad Form **Contractual Liability**, which must be shown on the Certificate of Insurance, covering Manager's indemnity obligations hereunder, Property Damage, Personal Injury, and Garage Keepers Legal Liability Insurance; however, the coverage for Garage Keepers Legal Liability Insurance shall be in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limit.

**11.06 Fidelity and Employee Dishonesty Insurance** Manager shall maintain in force with an insurance company authorized to do business in the Commonwealth of Virginia and meeting the requirements specified in Section 11.04, the following fidelity and employee dishonesty types of insurance:

- A. Each employee shall be bonded to cover the amount of cash handled by such employee.
- B. A fidelity bond satisfactory to Commission in its reasonable discretion, which insures that



Manager complies with Section 6.01 and 6.03 of this Agreement.

The insurance required under A and B above shall include the Commission as an additional insured.

**11.07 Automobile Liability Insurance** Manager shall procure and maintain Automobile Liability Insurance in an amount of not less than two million dollars (\$2,000,000.00) Bodily Injury and Property Damage combined single limit, on a per occurrence basis, on each motor vehicle used by Manager in its business operations at the Airport. Insurance coverage shall extend to vehicles, owned, hired, leased as well as non-owned vehicles and shall be indicated on the Certificate of Insurance.

In the event the Manager uses any motor vehicles in its business at the Airport which it does not own in its corporate name, non-owned motor vehicles coverage shall apply to such motor vehicles and must be endorsed on either the Manager's personal automobile policy or the Commercial General Liability coverage required under this Agreement.

**11.08 Fire and Extended Coverage Insurance** The Commission shall maintain standard fire and extended coverage insurance on the Parking Facilities including, but not limited to, improvements made by Manager, title to which has vested in the Commission. Such insurance will be to the extent of at least eighty percent (80%) of full replacement value less a standard disappearing deductible clause. Manager shall maintain appropriate fire and casualty insurance to cover its own furnishings, personal property, trade fixtures, expendables, equipment and stock in trade, and acknowledges that Commission will not carry such insurance.

**11.09 Workers' Compensation and Employer's Liability Insurance** Manager shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the amounts required by the Commonwealth of Virginia.

**11.10 Replacement Coverage** If, at any time, coverage, carrier, limits, or minimum amounts on any policy, or the type of insurance required herein, shall become unsatisfactory to the Executive Director, the Manager shall forthwith provide a new policy meeting the requirements of the Executive Director.

**11.11 Not A Limit On Liability** Manager covenants and agrees that the insurance coverages required under this Agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Manager may otherwise have, including without limitation, liability under the indemnification provisions contained herein.

**11.12 Waiver of Subrogation** If, and to the extent the Commission is not an additional insured on an applicable policy, no party shall have any right or claim against the Commission for any property damage (whether caused by negligence or the condition of the Parking Facilities or any part thereof) by way of subrogation or assignment, Manager hereby waiving and relinquishing any such right. Manager shall request its insurance

carrier to endorse all applicable policies waiving the carrier's right of recovery under subrogation or otherwise in favor of Commission and provide verification of this waiver on the certificate of insurance provided to Commission.

**11.13 No Third Party Beneficiaries** It is specifically agreed between the parties hereto that it is not intended by any of the provisions nor any part of this Agreement: (I) to create in or on behalf of any other third party, person, organization or member of the public, rights as a third party beneficiary; or, (ii) to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of the provisions of this Agreement.

## ARTICLE XII

### **PERFORMANCE GUARANTEE**

**12.01 Amount of Performance Guarantee** Manager shall provide, file and maintain with Commission, during the term of this Agreement a performance guarantee satisfactory in form and content to the Commission. The performance guarantee shall be in the **initial amount of \$1,000,000.00 Dollars** and shall be adjusted at the beginning of each Contract Year to be the greater of \$1,000,000.00 Dollars or one-half the amount of the average monthly Gross Receipts from the prior Contract Year. This performance guarantee is required to guarantee the full and faithful performance of all the terms and conditions of this Agreement by the Manager and shall be subject to claim by the Commission in the event of default by the Manager. Manager must ensure that the performance guarantee is maintained at all times in the proper amount throughout the period of the Agreement.

**12.02 Form of Guarantee** The performance guarantee, at the option of Manager, may be an irrevocable letter of credit from a bank acceptable to the Commission, which is either in the Roanoke area or will accept a demand for payment by mail, the form of which has been approved by Commission's General Counsel; or it may be a performance bond, issued by an insurance company acceptable to the Commission, in substantially the form and content attached hereto as **Exhibit K**, and approved by Commission.

**12.03 Certificate of Renewal** At least forty-five (45) days prior to the expiration date on which any such performance guarantee expires, Manager shall provide and file with the Executive Director a renewal or replacement guarantee meeting the requirements of Section 12.02 aforesaid.

**12.04 Maintenance of Guarantee.** If Manager fails to provide or maintain the performance guarantee in effect at any time during the period of the Agreement, the Manager shall be in default and this Agreement may be immediately terminated by the Commission.

## **ARTICLE XIII**

### **DAMAGE TO PARKING FACILITIES/CURTAILMENT OF OPERATIONS**

**13.01 Partial Damage** If the Parking Facilities or any essential appurtenant facilities thereto shall be partially damaged by fire, or other casualty, but said circumstance does not render the Parking Facilities untenable as determined by Commission, such damage shall be repaired to usable condition with due diligence by the Commission at its own cost and expense.

**13.02 Substantial Damage** If the Parking Facilities or any essential appurtenant facilities thereto shall be so extensively damaged by fire, or other casualty, as to render said Parking Facilities untenable, but capable of being repaired in sixty (60) days, all as determined by Commission, such damage shall be repaired to usable condition with due diligence by the Commission at its own cost and expense. The Commission will use its best efforts to provide Manager with suitable alternate facilities to continue its operations while repairs are being completed and shall cover as Reimbursement such reasonable and necessary direct expenses of Manager for such temporary accommodations.

**13.03 Extensive Damage** If the Parking Facilities, any essential appurtenant facilities thereto, or any essential part of the Airport necessary to the conduct of air operations and the movement of passengers through the Airport shall be damaged by fire or other casualty to such an extent as to render the same untenable, thereby precluding passengers from using the Airport and Manager from conducting its operations and the same is incapable of being repaired in sixty (60) days all as determined by Commission, the Commission shall have the option of: (a) repairing and restoring the Parking Facilities or the damaged facilities to usable condition with due diligence at its own cost and expense; the Commission will use its best efforts to provide Manager with suitable alternate facilities to continue its operation while repairs are being completed and shall cover as Reimbursement such reasonable and necessary direct expenses of Manager for such relocation to said alternate facilities; or (b) within ninety (90) days after the time of such damage and before any contract for repair or reconstruction thereof has been signed, either party may give the other party notice in writing of its intention to cancel this Agreement and, upon the receipt of such notice by the other party, this Agreement shall be canceled.

**13.04 Damage Due to Manager's Negligence** In the event the Parking Facilities or any other Airport facility shall be damaged or destroyed by fire or other casualty or otherwise due directly or indirectly to the willful act or negligence of the Manager or of its agents, employees, or contractors, Manager shall have no option to cancel this Agreement and to the extent that the cost of all repairs resulting from such action by Manager or of its agents, employees or contractors shall exceed the amount of any insurance proceeds payable to the Commission by reason of such damage or destruction, Manager shall pay the amount of such cost to the Commission.

**13.05 Commission Right To Suspend Or Reduce Operations** In the event of any damage, by fire or other casualty to the Airport or any major Airport facility, or in the event of any substantial curtailment of air traffic into or out of the Airport or substantial reduction in movement of passengers through the Airport, for any reason whatsoever, the Executive Director shall have the right to order a curtailment or suspension of operations by Manager and Manager shall immediately reduce staffing levels and otherwise reduce or suspend operations according to the instructions of the Executive Director for the period of such curtailment of operations and Manager's Fixed Compensation shall be equitably adjusted downward by Commission to reflect the reduction in operations at the Parking Facilities.

#### **ARTICLE XIV**

##### **ASSIGNMENT AND SUBCONTRACTING**

**14.01 Consent Required** Neither the Manager's right to use the Parking Facilities nor any of the rights, privileges or obligations granted hereunder may be subcontracted, either in whole or in part, nor shall Manager assign or transfer this Agreement or any right hereunder without the prior written consent of the Commission, nor shall it permit any transfer by operation of law of Manager's interest created hereby, without the prior written consent of the Commission. Consent by the Commission to any assignment or transfer of interest under this Agreement or subcontracting of Manager's rights or obligations to manage and operate the Parking Facilities or the rights and privileges granted hereunder or any part of either shall be limited to the instance stated in such written consent and shall not constitute a release, waiver, or consent to any other assignment, transfer of interest, or subcontract, and notwithstanding any such assignment, transfer of interest, or subcontract, Manager shall remain liable for the performance of Manager's obligations under this Agreement.

#### **ARTICLE XV**

##### **RIGHTS AND OBLIGATIONS OF THE COMMISSION**

**15.01 Specific Rights** The Commission retains for itself any and all rights and powers not especially granted to Manager; however, without limiting the generality of the foregoing, the Commission shall have the following specific rights:

A. **Right of Entry and Inspection** Commission shall have the right to enter the Parking Facilities at all times for the purpose of inspecting same, confirming Manager's compliance with the terms hereof, and of doing any and all things with reference to said Parking Facilities which the Commission is obligated or authorized to do as set forth herein. The Commission, through its employees, agents, representatives, contractors, and furnishers of utilities and other services shall have the right for its own benefit or for the benefit of other tenants at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and services and to enter upon the Parking Facilities at all reasonable times to make such repairs, replacements or alterations to such systems or

services as the Commission may deem necessary or advisable, and, from time to time, to construct or install over, in or under the Parking Facilities new systems or parts thereof, and to use the Parking Facilities for access to other parts of the Airport otherwise not conveniently accessible; provided, however, that the exercise of such right shall not unreasonably interfere with the use of the Parking Facilities by the Manager, and that every reasonable effort shall be made to restore the Parking Facilities to the condition existing prior to the exercise of such rights. Except in emergency, any maintenance work in, on, under or over the Parking Facilities shall be coordinated with Manager's Site Manager or representative prior to being initiated.

B. Rights during National Emergency The Commission reserves the right, during times of national emergency declared by the President of the United States, to lease the Airport or any part thereof to the United States Government if said Airport facilities are required for United States Government use. In the event such a lease is executed, the rights and privileges of this Agreement, insofar as they are inconsistent with the rights and privileges of the lease with the United States Government, shall be temporarily suspended and abated.

C. Security Vehicle Inspections In the event the Federal Government determines that any portion of the parking lot and the spaces located there are too close to the Terminal Building, posing a threat to the security of the Airport, its facilities and occupants; and/or determines that the parking lot should be closed and only made available to the public after vehicles entering the lot have been inspected by a Commission or an authorized company, then in such an event, Manager will provide whatever services it reasonably can to assist the Commission upon request and will have no claim for lost receipts as a result in the reduction in parking spaces.

## ARTICLE XVI

### TERMINATION, CANCELLATION, DEFAULT

**16.01 Termination and Surrender** Manager agrees to yield and deliver up to the Commission the Parking Facilities promptly at the termination of this Agreement, whether by expiration, cancellation or otherwise, in good condition, reasonable wear and tear excepted, and in accordance with its express obligations hereunder. In the event Manager shall fail to remove any trade fixtures, expendables or personal property installed or placed by it on the Parking Facilities, ownership of which remains with Manager, or in the event Manager shall fail to repair damage which exceeds normal wear and tear, then the Commission may make such removal or repair, and Manager agrees to pay all costs for removal and/or storage costs, and pay all costs of repair of damage to the Parking Facilities, Airport property or the property of others, and all expenses of restoring the property plus fifteen percent (15%) of such amount to cover all interest and administrative costs and expenses.

**16.02 Cancellation by Manager.** Manager shall have the right, upon ten (10) days prior written notice to Commission, to terminate this Agreement upon the happening of one or more of the following events, if said event or events shall then be continuing:

A. The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Manager of all or any substantial part of the Parking Facilities, or preventing or restraining the use of the Airport for normal airport purposes or the use of any part thereof which may be used by Manager and which is necessary for Manager's operations on the Airport, which remains in force for a period of at least ninety (90) days;

B. The substantial breach by the Commission of any of the material terms, covenants, commitments or conditions of this Agreement to be kept, performed, and observed by the Commission and the failure of the Commission to remedy such breach, within a period of thirty (30) days after written notice from Manager of the existence of such breach, or if such event or default cannot with reasonable diligence be removed or cured within a period of thirty (30) days, then upon the failure of the Commission to commence to cure or remove the same within said thirty (30) day period and proceed with due diligence to complete the remedy thereof;

C. If the United States Government or any of its agencies shall occupy the Airport or any substantial part thereof to such an extent as to interfere materially with the Parking Facilities or Manager's operations, for a period of sixty (60) consecutive days or more; and

D. If scheduled airlines should no longer serve the Airport.

**16.03 Events of Default by Manager** The happening of one or more of the following events, if said event or events shall then be continuing, shall be considered an act of default by Manager:

A. Manager shall make a general assignment for the benefit of creditors;

B. Manager shall file a voluntary petition in bankruptcy or if a petition seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under similar state laws shall be filed by or against Manager;

C. An involuntary petition in bankruptcy shall be filed against Manager and Manager is thereafter adjudicated as bankrupt thereunder;

D. Manager shall consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of the property of Manager.

E. Manager shall voluntarily abandon and discontinue operations at the Parking Facilities;

F. Manager shall fail to deposit Gross Receipts or transfer that portion of Commission's Gross Receipts when due under this Agreement and such failure shall not be remedied within 24 hours following receipt by Manager of written demand from the Commission to do so;

G. The service offered by Manager deteriorates for a period which in the sole opinion of

Commission, reasonably arrived at, materially and adversely affects Gross Receipts, materially falls below the level of service required to be performed and offered by Manager under this Agreement, provided that Manager shall be permitted seven (7) days within which to restore service satisfactory to the Commission;

H. Any lien is filed against the Parking Facilities because of an act or omission of Manager and such lien is not removed within thirty (30) days; or

I. Manager shall appoint or replace the Site Manager without the specific written approval of the Executive Director; or Manager shall default in fulfilling any of the other terms, covenants, or conditions to be fulfilled by it hereunder and shall fail to remedy such default within ten (10) calendar days after written notice by the Commission of the existence of such default, or if such default cannot with reasonable diligence be cured within a period of ten (10) calendar days, then upon the failure of Manager to commence to cure such default within said ten (10) day period and proceed with due diligence to complete the remedying of said default, provided that a default that jeopardizes the safety or security of patrons or the financial viability of the Commission must be remedied as quickly as is reasonably possible after notice thereof

In the event of an act of default, Commission shall have the right, in addition to and without prejudice to any other rights and remedies it may have as provided by law, to do the following: (1) upon mailing of written notice, terminate this Agreement and the rights of Manager hereunder; (2) without waiving any default, pay any sum required to be paid by Manager to others than the Commission and which Manager has failed to pay, or perform any obligation required to be performed by Manager hereunder, and any amounts so paid or expended by the Commission in fulfilling the obligations of Manager hereunder plus fifteen percent (15%) of such amount to cover interest, administrative costs and expenses, shall be repaid by Manager to the Commission on demand; (3) sue for the collection of fees or other amounts for which Manager may be in default, including the collection of attorney fees, or for the performance of any other covenant, promise, or agreement devolving upon Manager, or for damages for Manager's failure to perform, all without terminating this Agreement or re-entering and gaining possession of the Parking Facilities; (4) upon twenty-four (24) hours' notice, re-enter and repossess the improvements constructed on the Parking Facilities without any reimbursement or claim for compensation being available to Manager; or (5) exercise any and all additional rights and remedies which the Commission may have at law or in equity.

In the event that Manager defaults in the performance of any of the terms, conditions or agreements contained in this Agreement, and Commission places the enforcement of all or part of this Agreement in the hands of its attorney for enforcement, including, without limitation, filing of a suit upon the same, Manager agrees to pay all of Commission's reasonable attorney's fees and costs.

**16.04 Commission Rights to Take Over Operations** In addition to the rights of termination of the Commission hereunder, Commission shall have the right to take over the operation of the Parking Facilities either with its own personnel or with personnel provided by another operator, in the event the Parking Facilities remain

closed or the service provided by the Manager is substantially interrupted for a period of at least four (4) hours by reason of Manager being unable, for any reason whatsoever, to employ, maintain in its employ, or adequately provide the personnel necessary to keep the same open for public patronage. The Commission may continue the operation for so long as the Manager's inability shall last, and the Manager's Compensation shall abate during such take-over by the Commission.

**16.05 Rights and Remedies Cumulative** All rights and remedies which are available by law or pursuant to this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Commission at law or in equity.

**16.06 Failure to Enforce** The failure by either party to enforce, for any period or periods, any of the terms, covenants and conditions herein contained, shall not be deemed a waiver of any rights on the part of either party to enforce said terms, covenants and conditions at a later date, nor shall any failure by either party to enforce any of the terms of this Agreement be construed to be or act as a waiver by either party of any subsequent rights so to enforce.

**16.07 Non-Waiver** The payment or acceptance of any payment hereunder by either of the parties hereto for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be kept, performed and observed by said parties shall not be deemed as a waiver of any rights on the part of either of them to terminate this Agreement for any subsequent failure or for the continued failure by the other party so to perform, keep and observe the terms, conditions, or covenants hereof to be performed, kept and observed by it. No waiver by either party of any of the terms of this Agreement to be kept, performed, and observed by the other party shall be construed to be or act as a waiver of any subsequent default on the part of that party.

## **ARTICLE XVII**

### **PROVISIONS APPLICABLE TO FACILITIES FUNDED WITH**

#### **FEDERAL AND STATE GRANTS**

**17.01 Federal and State Grants and Public Use.** The parties acknowledge that the Airport will be operated as a public airport, subject to the provisions of the Federal Aviation Act of 1958 and grant agreements between the Commission and the federal government and between the Commission and the State government, containing assurances guaranteeing the public use of the Airport, so that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. The Commission reserves the right to further develop or improve, as it sees fit, the Parking Facilities, the Terminal Complex, the Airport, its landing area and taxiways, and to construct other airports, regardless of the desires or views of Manager and without interference or hindrance therefrom. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Commission and the United



States of America, including instrumentalities thereof, and between the Commission and the Commonwealth of Virginia, relative to the operation or maintenance for the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds in developing the Airport.

**17.02 Modification to Comply with Federal and State Laws, Regulations or Agreements.**

Should the Commonwealth of Virginia, United States of America or any instrumentality thereof having authority to do so require that any provision of this Agreement that is in violation of any federal or state law or regulation or any provision of an existing grant agreement between the Commission and the United States of America, any instrumentality thereof, or the Commonwealth of Virginia be changed or deleted or should any such change or deletion be required in order for the Airport either to continue as a part of the national airport plan or to retain its eligibility to participate in federal or state financial assistance programs, the Commission may give the Manager notice that it elects that any such change or deletion be made. Manager shall then elect either to consent to any such change or deletion or to cancel the remaining term of this Agreement. Such election shall be made in writing and delivered to the Commission within thirty (30) days of the date the Commission gave notice to the Manager of its election that any such change or deletion be made.

**17.03 Subordination to Federal and State Statute.** It is understood and agreed between the parties hereto that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the Commission and the United States of America or the Commonwealth of Virginia relative to the ownership, operation or maintenance of the Airport, the execution of which has been or may be required by the provisions of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport, or as a condition precedent to the granting of state or federal funds.

**17.04 Rules and Regulations - Law Compliance.** Manager covenants and agrees to observe and comply with, and this Agreement shall be subject to, all requirements of the constituted public authorities, all federal, state and local statutes, laws, ordinances, rules, regulations and standards now and hereafter in force, which may be applicable to the operation of its business at the Airport, including, but not limited to, such Rules and Regulations as may be adopted by the Commission or its Executive Director and, without in any manner limiting the generality of the foregoing, applicable rules and regulations of governmental units pertaining to the use or employment of socially and economically disadvantaged individuals, laws, rules and regulations pertaining to minorities, and laws, rules and regulations pertaining to handicapped persons insofar as they may be applicable to Manager. Manager specifically covenants and agrees that Manager shall be solely and exclusively responsible, at Manager's cost and expense, for compliance with the Americans With Disabilities Act and all implementing guidelines and regulations as it applies to Manager's operations except with respect to site specific facility requirements at the Parking Facilities.

**17.05 Non-Discrimination.** Manager, for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Parking Facilities herein, (2) that in the construction of any improvement on, over or under land comprising the Parking Facilities and the furnishings of services thereof, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) that the Manager shall use the Parking Facilities in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part-21, Non-Discrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulation may be amended.

In the event of breach of any of the above non-discrimination covenants, the Commission shall have the right to terminate this Agreement and to re-enter and repossess said Parking Facilities and hold the same as if this Agreement had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed including exercise or expiration of appeal rights.

**17.06 Affirmative Action.** Manager assures that it will undertake an affirmative action program as required by 14 CFR Part 152, to the extent the same may be applicable to Manager or to the use of the Parking Facilities, to insure that no person shall on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart; that it will require that its covered sub-licensees or subcontractors, if any, provide assurances to Manager that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, to the same effect.

**17.07 Accessibility of Physically Disabled.** To the extent the requirements of Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 27, and Titles II and III of the Americans with Disabilities Act of 1990 and subsequent revisions apply to the Parking Facilities or the operation and/or construction of any equipment or facilities by Manager on the Parking Facilities or any part thereof, such equipment shall be provided and facilities shall be designed, constructed, and operated, so that the Parking Facilities and any such equipment or facility is accessible to and usable by disabled persons. To assure such design, construction and use, Manager will design and construct all improvements and procure and install all equipment in accordance with the Uniform Federal Accessibility Standards (“UFAS”) and/or the American National Standards Institute “Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped” (ANSI A 117.1 1961 [R-1971]), as applicable, which standards are incorporated herein and made a part of this Agreement.

**17.08 Disadvantaged Business Enterprise Program.** It is the policy of the Commission and the FAA that airport concession disadvantaged business enterprises (ACDBE) shall have the maximum opportunity to participate in any activity, service or facility at the Roanoke Blacksburg Regional Airport under agreement, lease, contract with or franchise from the Commission. Manager agrees to make good faith efforts to ensure that business

concerns owned and controlled by socially and economically disadvantaged individuals, as defined in the U.S. Department of Transportation's regulations, 49 CFR Part 23 and 26, as amended, participate in the activity, service or facility provided by Manager during the entire term of this agreement by means of a joint venture, partnership, franchise or any other legal arrangement that results in bona fide ownership and control of the activity, service or facility, but if Manager is unable to achieve this goal under joint venture, partnership, franchise or similar legal arrangement, the Manager shall seek to obtain meaningful DBE participation by other means, such as the purchase of goods, services, supplies and/or products from certified ACDBE vendors. Manager agrees that it shall provide information regarding its DBE participation to the Commission's DBE Liaison, Stanley Hale, upon request and that it will work with the Liaison to increase its DBE participation. Mr. Hale can be reached at (540) 344-6624 or [Shaleyes@AOL.com](mailto:Shaleyes@AOL.com).

**17.09 . CFR 60-300.5 (a) and 41 CFR 60-741 (a). Non-Discrimination Provisions .**

**A. The following EEO clause shall be made a part of the LEASE per 41 CFR 60-300.5 (a) and 41 CFR**

**60-741 (a).**

“Lessee and and/or Sublessee, if applicable, shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741(a). These regulations prohibit discrimination against qualified individuals and protected veterans on the basis of disability or veteran status and requires affirmative action by covered Lessee and sublessees to employ and advance in employment qualified individuals with disabilities and protected veterans.

**B. General Civil Rights Provisions.** The Lessee agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

**Title VI Clauses for Compliance with Nondiscrimination Requirements (Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)**

**C. Compliance with Nondiscrimination Requirements.**

During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees as follows:

1. **Compliance with Regulations:** The Lessee (hereinafter includes consultants) will comply

with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a contract, including procurements of materials, or leases of equipment, each potential subcontractor contractor or supplier will be notified by the Lessee of the Lessee's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
  
4. **Information and Reports**: Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  
5. **Sanctions for Noncompliance**: In the event of Lessee's noncompliance with the Non-discrimination provisions of this Lease, the sponsor will impose such Lease sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Lessor under the Lease until the Lessee complies; and/or
  - b. Cancelling, terminating, or suspending the Lease, in whole or in part.

6. **Incorporation of Provisions**: The Lessee will include the provisions of paragraphs one through six in every contract, or sub-contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sublessee, subcontractor, or supplier because of such direction, the- Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

D. **Title VI List of Pertinent Nondiscrimination Authorities**

Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration). During the performance of this Lease, the Lessee , for itself, its assignees, and successors in interest (hereinafter referred to as the “Lessee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);  
49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits Discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

**Governing Law and Venue.** The provisions of this Lease shall be governed by and are intended to be consistent with the laws of the Commonwealth of Virginia. In light of this express choice of law provision; Virginia Law for determine governing law shall not apply to the provision of this Lease. Every action brought under or related to this Lease shall be brought in a Virginia court of competent jurisdiction in the City of Roanoke, or I the United States District Court for the Western District of Virginia, Roanoke, Virginia and not elsewhere.

**Evidence of Authority to Transact Business in Virginia.** Pursuant to 2.2-4311.2 (A) of the Code of Virginia (1950), as amended, if the Contractor is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contract shall provide

documentation acceptable to Commission establishing that the contractor is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended , or as otherwise required by law. The Contractor shall not allow its existence or its certificate of authority or registration to transact business in the Commonwealth to lapse, if so required under Title 13.1. or Title 50, or to be revoked or cancelled at any time during the term of the contract The Commission may void this contract if the Contractor fails to remain in compliance with the provisions of this section.

**ARTICLE XVIII**  
**GENERAL PROVISIONS**

**18.01 Invalid Provisions.** It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Commission or Manager in its respective rights and obligations contained in the valid covenants, conditions or provisions of the Agreement.

**18.02 Waiver of Claim.** Manager hereby waives any claim against the Commission and its elected officials, officers, agents or employees for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part hereof.

**18.03 No Warranties or Inducements.** By executing this Agreement, Manager acknowledges that the Commission does not warrant the validity of any information that may have been furnished to Manager concerning the volume of passengers who have traveled through the Airport in the past, amounts of past parking revenues, amounts of parking space, or historical maintenance and operation costs of the Parking Facilities, and that Commission has not intended

to provide or warrant any forecast of future passenger volumes, parking revenues, or maintenance and operations costs for the Parking Facilities; that such information as the Commission has furnished with respect to these and other matters has been intended merely as one source of information available for consideration by Manager which Manager has been encouraged to verify through its own investigation; that in its proposal and negotiations, Manager has relied upon its own resources as to all of these matters; and that it has not relied upon any inducements representations or forecasts of the Commission.

**18.04 Restriction and Regulations.** The operations conducted by Manager pursuant to this Agreement shall be subject to, and Manager acknowledges and agrees that it shall comply with, the following:

A. Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be adopted hereafter by Commission with respect to the operation of the Airport, including restrictions on airline schedules or arrivals and departures;

B. Any and all orders, directions or conditions issued, given or imposed by the Commission with respect to the use of roadways, driveways, curbs, sidewalks, public areas or the Parking Facilities on the Airport; and

C. Any and all applicable laws, ordinances, rules, statutes, regulations or orders, including, but not limited to, environmental statutes, health regulations, regulations or orders of any federal, state or municipal governmental authority lawfully exercising authority over the Airport or Manager's operations, including restrictions on airline schedules of arrivals and departures.

Commission shall not be liable to Manager for any diminution or deprivation of Manager's rights hereunder on account of the exercise of any such authority, nor, except as elsewhere expressly provided in this Agreement, shall Manager be entitled to terminate the whole or any portion of the Agreement by reason thereof unless the exercise of such authority shall so interfere with Manager's operation of the Parking Facilities as to constitute a termination of this Agreement by operation of law in accordance with the laws of the Commonwealth of Virginia.



**18.05 Interpretation.** This Agreement and every question arising under it shall be construed according to its fair meaning in accordance with the Laws of the Commonwealth of Virginia. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights of ownership enjoyed by the Commission in the Airport property or in any manner waiving or limiting its control over the operation or maintenance of Airport property or in derogation of such governmental rights as the Commission possesses, except as is specifically provided for herein.

**18.06 Successor and Assigns Bound by Covenant.** Subject to the limitation on Manager's rights to assign or subcontract its rights or obligations under this Agreement, all covenants, stipulations and agreements in this Agreement shall extend to and bind legal representatives, successors and assigns, including successors-in-interest by merger and consolidation of the respective parties hereto.

**18.07 No Partnership Created.** No agency, partnership, or joint venture relationship between the parties hereto is intended or shall be deemed to be created by this Agreement, and Manager shall not be made the agent or representative of the Commission for any purpose or in any manner whatsoever.

**18.08 Manager is Independent Operator.** It is expressly understood and agreed by and between the parties hereto that the Manager is and shall remain an independent operator responsible to all parties for all of its acts or omissions and the Commission shall be in no way responsible for Manager's acts or omissions.

**18.09 Situs and Service of Process.** Manager agrees all actions or proceedings arising directly or indirectly from this Agreement shall be governed by the laws of the Commonwealth of Virginia and shall be litigated only in Roanoke City Circuit Court or the United States District Court for the Western District of Virginia in the City of Roanoke in the Commonwealth of Virginia and Manager hereby consents to the jurisdiction of such courts located within the City of Roanoke, Commonwealth of Virginia, and waives personal service of any and all process upon the Manager herein, and consents that all such service or process shall be made by certified mail, return receipt requested, directed to the Manager at the address hereinafter stated, and service so made shall be complete two (2) days after the same shall have

been posted as aforesaid.

**18.10 Manager's Dealings with Commission.** Whenever in this Agreement, the Manager is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the Commission, the Manager shall deal with the Commission's authorized representative; and unless or until the Commission shall give Manager written notice to the contrary, the Commission's authorized representative shall be the Executive Director.

**18.11 No Third Party Beneficiaries.** Each of the parties hereto has entered into this Agreement solely for its own benefit, and it is their intent that no third party shall have a right to claim damages or bring any suit, action or other proceeding by or against either of the parties hereto because of any breach hereof.

**18.12 Construction of Agreement.** Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.

**18.13 Notices.** Any notice or other communication from either party to the other pursuant to this Agreement shall be deemed given or communicated if sent by certified mail or overnight express carrier, return receipt requested, postage prepaid, addressed to the party for whom intended at the following addresses:

**For Manager:**

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**For Commission:**

Roanoke Regional Airport Commission, 5202 Aviation Drive, Roanoke, VA 24012, Attn: Executive Director, or to such other address as the parties hereto may hereafter direct in writing.

**18.14 No Personal Liability.** No past, present or future member, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to

the other party under any terms or provision of this Agreement or because of its or their execution or attempted execution of such Agreement.

**18.15 Incorporation of Exhibits.** All Exhibits referred to herein, or provisions of other agreements or documents, which may, from time to time, be referred to herein or in any duly executed amendment hereto are (and with respect to future amendment, shall be) by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein. Exhibits attached hereto represent the documents of the Commission as of the date of said Exhibits. The Commission reserves the right to make changes in said documents from time to time or anytime as it in its sole determination may find appropriate, except that changes that may affect Manager's expenses of management and operation, including Reimbursements, and Manager's Compensation shall require Manager's written consent.

**18.16 Headings.** The article, section and paragraph headings of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

**18.17 Severability.** If one or more articles, sections, paragraphs, clauses, or provisions of the Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby.

**18.18 Survival of Warranties.** All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

**18.20 Entire Agreement.** This Agreement, including the attached exhibits and Manager's proposal dated \_\_\_\_\_, 2018, as modified by subsequent negotiations between Manager and Commission, incorporated herein by reference, embodies the entire agreement between Commission and Manager relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between Commission and Manager relating thereto. In the event of a conflict between Manager's proposal dated \_\_\_\_\_, 2018 and this Agreement, the provisions of this Agreement shall control. This Agreement, including the attached exhibits, may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. This Agreement shall be amended if mandated or required by any present or future federal, state or

local law, ordinance, rule, regulation, order or directive, or by any federal or state agency or department, or if necessary to bring this Agreement into compliance with any such law, ordinance, rule, regulation, order or directive.

IN WITNESS WHEREOF, the Roanoke Regional Airport Commission has caused this instrument to be signed in its corporate name by its Executive Director, attested by its Secretary, and its corporate seal to be hereunto affixed and \_\_\_\_\_ has caused this instrument to be signed in its corporate name by its \_\_\_\_\_, attested by its Secretary, and its corporate seal to be hereunto affixed, all effective on the day and year first above written.

**Company Name:** **ROANOKE REGIONAL AIRPORT COMMISSION**

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

Title: \_\_\_\_\_ Tim Bradshaw, A.A.E., Executive Director

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

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_

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

Approved for Legal Form:

By: \_\_\_\_\_  
General Counsel, Roanoke Regional Airport Commission

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

**EXHIBIT "A"**

**Roanoke – Blacksburg Regional Airport  
Public Parking Area  
And  
Overflow Parking Lot**



**EXHIBIT “B”**

**Parking and Operating Equipment**

**EXHIBIT C**

**Roanoke Blacksburg Regional Airport  
Management Agreement - Public Parking Facilities  
Amortization Payment - Equipment and Improvements**

\_\_\_\_\_, 2018

<b>Description of <u>Equip./Improvement</u></b>	<b><u>Type</u></b>	<b>Acquisition <u>Date</u></b>	<b>ID <u>Number</u></b>	<b>(A) <u>Cost</u></b>	<b>(B) Interest <u>Cost</u></b>	<b>(C) Total <u>Cost</u></b>	<b>(D) Useful <u>Life (Mos)</u></b>
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Type Column - Parking Equipment (P), Operating Equipment (O), Improvement (I).



**EXHIBIT D**  
**Roanoke Blacksburg Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Approved Parking Charges**

<u><b>Short-Term Parking</b></u>	<u><b>Rate</b></u>	<u><b>Daily Maximum</b></u>
First 15 minutes -	no charge	
16 minutes -1 <sup>st</sup> Hour	\$1.00	—
Next Hour	\$1.00	—
Each Add'l Hour	\$1.00	—
Daily Maximum (24 hrs)	\$16.00	\$16.00

<u><b>Long Term Lot</b></u>	<u><b>Rate</b></u>	<u><b>Daily Maximum</b></u>
First 15 minutes	no charge	
½ - 1 <sup>st</sup> Hour	\$1.00	—
Next Hour	\$1.00	—
Each Add'l Hour	\$1.00	—
Daily Maximum (24 hrs.)	\$ 9.00	\$9.00

**EXHIBIT E**  
**Roanoke Blacksburg Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Request For Reimbursement**

Month of \_\_\_\_\_, 201\_

**Direct Salaries, Wages, and Overtime** (Attach certified payroll)

<u>Description</u>	<u>Employees</u>	<u>Hours</u>	<u>Dollars</u>
			\$ _____
TOTAL			\$ _____
Overtime			\$ _____
TOTAL			\$ _____

**Fringe Benefit Costs**

Direct Salaries and Wages (Including Overtime) for Payroll of Month x Fringe Benefit Rate	\$ _____
TOTAL	

**Direct Non-Salary Operating Costs**

**(Invoices and supporting documentation to be attached)**

[Expense categories for reporting these operating costs to be established by Commission and Manager prior to executing the Management Agreement.]

Amortization Payment	\$ _____
TOTAL	\$ _____

**Total Reimbursement Request for Month**

\$ \_\_\_\_\_

**Manager's Compensation**

Manager's Fixed Compensation

Manager's Percentage Compensation

Gross Receipts	\$	
Less Adjustments	\$	_____
Adjusted Gross Receipts	\$	
Less Reimbursements	\$	_____
Net Operating Revenue	\$	
Plus Amortization Payment	\$	_____
Amount Subject to Manager's Percentage Compensation	\$	_____

Manager's Percentage Compensation

at \_\_\_\_\_% of above amount \$ \_\_\_\_\_

Manager's Compensation for Month

\$ \_\_\_\_\_

(Greater of Fixed Compensation or Percentage Compensation)

**TOTAL REIMBURSEMENT REQUEST AND  
MANAGER'S COMPENSATION FOR MONTH**

\$ \_\_\_\_\_

**EXHIBIT F**  
**Roanoke Blacksburg Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Annual Approved Budget**

\_\_\_\_\_, 2018 to \_\_\_\_\_, 2018 \_\_\_\_\_

**Gross Receipts**

Short-term lot	\$
Long-term lot	
Other	_____

<b>Adjustments to Gross Receipts</b>	<b>\$</b>
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<b>Adjusted Gross Receipts</b>	_____
	<b>\$</b>

**Direct Salaries and Wages**

Site Manager	\$
Assistant Manager	
Cashiers	
Maintenance Person	
Skycaps	
	\$
TOTAL	_____

**Fringe Benefit Cost**

Holiday Pay	
Vacation Pay	
Social Security	
Hospitalization	
Pension	
Worker's Compensation	
Other Payroll Taxes (FUT, SUT)	\$ _____
	\$
TOTAL	_____

Fringe Benefit Costs  
 ----- 'Fringe' Benefit Rate  
 Direct Salaries and Wages

**Direct Non-Salary Operating Expenses**

[Expense categories for reporting purposes to be added prior to executing Management Agreement.] \$

Amortization Payment \$\_\_\_\_\_

TOTAL \$\_\_\_\_\_

**Total Reimbursement** \$\_\_\_\_\_

**Manager's Compensation**

Manager's Fixed Compensation \$

Manager's Percentage Compensation

Gross Receipts \$

Less Adjustments \$\_\_\_\_\_

Adjusted Gross Receipts \$

Less Reimbursements \$\_\_\_\_\_

Net Operating Revenue \$

Plus Amortization Payment \$

Amount Subject to Manager's Percentage Fee \$\_\_\_\_\_

Manager's Compensation at \_\_\_\_% of Above Amount \$\_\_\_\_\_

Manager's Compensation \$\_\_\_\_\_

(Greater of Fixed Compensation or Percentage Compensation)

**NET REVENUE TO COMMISSION** \$\_\_\_\_\_

**EXHIBIT G**

**Roanoke Blacksburg Regional Airport  
Management Agreement – Public Parking Facilities  
Staffing Table**

Dated: \_\_\_\_\_ 2018

<u>Position</u> <u>Sunday</u>	<u>Totals</u> <u>Total</u>	<u>Monday/Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
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Totals

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**ROANOKE BLACKSBURG REGIONAL AIRPORT**

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**EXHIBIT H**  
**Roanoke Blacksburg Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Manager's Salary/Wage Table**

\_\_\_\_\_, 2018

<u>Position</u> <u>Category</u>	<u>Salary</u>	<u>Annual</u> <u>Rate</u>	<u>Hourly</u> <u>Category</u>	<u>Overtime</u>
Manager	\$56,555.	-0-	1	
Asst. Manager	\$32,469.	\$15.61	4	
Shift Supervisor		\$12.38	4	
Cashier		\$11.24	4	
Cashier		\$11.24	4	
Cashier		\$10.00	4	
Cashier		\$ 9.00	4	
Cashier		\$11.25	4	
Cashier		\$ 9.72	4	
Cashier	<b>Open</b>	\$ 9.00	4	
Maintenance Supv.		\$13.61	4	
Maintenance	<b>Open</b>	\$ 9.00	4	

**Overtime classifications are as follows: (1) Exempt; (2) Time and one-half over 8 hrs./day; (3) Fixed overtime hourly rate; and (4) Time and one-half over 40 hrs./week. Are these still the same?**

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**ROANOKE REGIONAL AIRPORT COMMISSION**

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**REQUEST FOR PROPOSALS  
MANAGEMENT AND OPERATION OF  
PUBLIC PARKING FACILITIES  
AT  
ROANOKE BLACKSBURG REGIONAL AIRPORT**

**Current Staffing Schedule  
Cashiering**

		<u>Shift 1</u>	<u>Shift 2</u>	<u>Shift 3</u>
SAT	Booth 1	8am - 4pm	4pm - 12pm	12am - 8am
SUN	Booth 1	8am - 4pm	4pm - 12am	12am - 8am
	Booth 2		4pm - 12am	
MON	Booth 1	8am - 4pm	4pm - 12am 4pm - 12am	12am - 8am
TUE	Booth 1	8am - 4pm	4pm - 12am 4pm - 12am	12am - 8am
WED	Booth 1	8am - 4pm	4pm - 12am	12am - 8am
	Booth 2		4pm - 12am	
THU	Booth 1	8am - 4pm	4pm - 12am	12am - 8am
	Booth 2		4pm - 12am	
FRI	Booth 1	8am - 4pm	4pm - 12am	12am - 8am

Updated 4/10/18.

Supervisor between 8am -12midnight every day.



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**ROANOKE REGIONAL AIRPORT COMMISSION**

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REQUEST FOR PROPOSALS  
MANAGEMENT AND OPERATION OF  
PUBLIC PARKING FACILITIES AT  
ROANOKE-BLACKSBURG REGIONAL AIRPORT  
**2017 Parking Lot Report**

Long Term				Short Term		
Mo -Yr.	Number of Tickets collected	Dollars	Dollars Per Ticket	Number of Tickets collected	Dollars	Dollars Per Ticket
1-17	5272	201,803	39.42	5529	42,070	7.61
2-17	5588	202,104	36.17	4610	41,758	9.06
03-17	6644	248,114	37.34	6031	54,103	8.97
04-17	6204	221,053	35.63	5765	48018	8.33
5-17	6166	225,429	36.56	6428	47909	7.45
06-17	6000	221,397	36.90	7797	50871	6.52
07-17	5475	216,725	39.58	7585	41265	5.44
08-17	5629	210,023	37.31	6829	47139	6.90
09-17	5536	208,307	37.63	5561	44,194	7.95
10-17	7090	256,772	36.21	6691	62021	9.27
11-17	6077	233,665	38.45	6075	48246	7.94
12-17	5051	182,469	36.13	6484	42,392	6.54

**EXHIBIT I**  
**Roanoke Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Schedule - Maintenance Responsibilities**

<u><b>Facilities/Equipment</b></u>	<u><b>Commission</b></u>	<u><b>Manager</b></u>	<u><b>Notes/Comments</b></u>
<b>A. <u>Parking and Ready/Return Lot Pavement, Curbs, Islands</u></b>			
- Structural Repair/Replacement	X		Commission will perform,; repairing and overlaying pavement, but may request Manager to perform crack sealing; repair sealing; pavement seal coating . Manager responsible for clearing vehicles from area to allow crack sealing.
- Ice & Snow Removal/Treatment		X	Manager shall be responsible for snow and ice removal and surface treatment in the entire Parking Facilities.
- Cleaning, Sweeping & Debris Removal		X	Manager shall be responsible for cleaning, sweeping and debris removal which includes paper, debris, refuse pick-up, and leaves.
- Remove/neutralize gasoline, oil, solvents, fuels on pavement surfaces.		X	Manager shall be responsible for removal of these substances from pavement.
- Pavement marking, striping, re-striping, and/or painting;		X	Manager shall schedule and provide for lot striping, marking and /or painting; schedule to be approved by the Commission.

**EXHIBIT I**  
**Roanoke Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Schedule - Maintenance Responsibilities**

<u>Facilities/Equipment</u>	<u>Commission</u>	<u>Manager</u>	<u>Notes/Comments</u>
B. <u>Parking Lot &amp; Ready/Return Lot Entrance &amp; Exit Lanes, Curbs &amp; Islands</u>			
- Structural Repair	X		Commission shall be responsible for structural repairs in this area.
- Ice & Snow Removal/Treatment		X	Manager shall be responsible for snow and ice removal and surface treatment.
-Cleaning, Sweeping & Debris Removal		X	Manager shall be responsible for cleaning, sweeping and debris removal including paper, refuse pick-up, leaves, etc.
- Remove/neutralize gasoline, oil, solvents, fuels on pavements and surfaces.		X	Manager shall be responsible for removal of these substances from pavement.
- Pavement marking, striping, re-striping, and/or painting painting; schedule to be approved by Commission.		X	Manager shall schedule marking, striping, re-striping and/or
C. <u>Parking Lot &amp; Ready/Return Lot Sidewalks, Steps &amp; Walkways</u>		X	Commission shall be responsible for all structural maintenance, repair and replacement. Manager shall be responsible for cleaning, sweeping, debris removal including paper, debris, refuse pick-up, leaves, snow and ice removal/treatment, etc

**EXHIBIT I**  
**Roanoke Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Schedule - Maintenance Responsibilities**

<u>Facilities/Equipment</u>	<u>Commission</u>	<u>Manager</u>	<u>Notes/Comments</u>
D. <u>Landscaping, Maintenance</u>	X	X	Manager shall be responsible for biweekly mowing during the growing season, seeding , trimming and daily trash removal from: Grass areas, Grass islands, planting areas within the Parking Facility, and the ramp leading to and from the Rental Card Read/Return Parking Lot, as shown on page I-5, Exhibit I. Grass height after mowing shall be at least 3.25 inches high and shall not reach more than 4 .25 inches high before the next mowing. Planters at the stairs between the public parking lot and the Terminal Roadway shall be the responsibility of the Commission. Commission shall be responsible for weeding in the areas above during the growing season .
- Landscape, Trees & Shrubs	X	X	Commission shall be responsible for maintenance and replacement of all full sized trees, and arranging for replacement of all plantings; Mulching all plantings; and shall maintain flower beds at stairway between the Public Parking Lot and the Terminal Roadway. Manager shall trim all trees and Shrubs as directed by Commission.
E. <u>Exit Plaza Facilities, Including Canopy, Islands, Toll Booths, Manager's Office</u>			
- Structural Repair/Replacement	X		Commission shall be responsible for structural repairs and replacement in this area.
- Ordinary repairs/maintenance of exterior of booths and canopy, including painting	X		Commission shall be responsible.
- Ordinary repairs and maintenance of booths and Manager's Office, except plumbing, heating and electrical.	X	X	Commission will make repairs to plumbing, HVAC and electrical in Manager's office. Manager will be responsible for housekeeping, cleaning, interior painting, and its equipment and personal property.

**EXHIBIT I**  
**Roanoke Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Schedule - Maintenance Responsibilities**

<u>Facilities/Equipment</u>	<u>Commission</u>	<u>Manager</u>	<u>Notes/Comments</u>
E. Cleaning, Sweeping & Debris Removal		X	Manager shall be responsible for cleaning, sweeping & debris removal including paper, debris, refuse pick-up, leaves, etc.
F. <u>Parking Lot Underground Electrical Systems</u>	X		Commission will be responsible for maintenance and repair to general electrical systems, and lighting, excluding interior and exterior connections to Parking Equipment.
G. <u>Parking Lot Lighting &amp; Re-lamping</u>	X		
H. <u>Parking Lot Drainage and Storm Water Systems</u>	X		Commission shall be responsible for drainage and storm water systems in parking lot. Rental Car ready return lot is not included.
I. <u>Parking Equipment</u>		X	Manager will be responsible for all repairs, replacements and maintenance.
J. <u>Operating Equipment</u>		X	Manager will be responsible for all repairs, replacements and maintenance.
K. <u>Irrigation System</u>	X		
L. <u>Signage</u>		X	Manager will be responsible for all repairs, replacements and maintenance of signage inside Parking Facilities including row locator signs on light poles.

**EXHIBIT K**  
**Roanoke Regional Airport**  
**Management Agreement - Public Parking Facilities**  
**Performance Bond Form**

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_  
(Insert full name or legal title and address of Principal)

as Principal, (hereinafter referred to as "Contractor"), and  
\_\_\_\_\_  
(Insert full name or legal title and address of Surety)

as Surety, a corporation duly organized under the laws of the state of \_\_\_\_\_ and legally authorized to do business in the Commonwealth of Virginia (hereinafter referred to as "Surety"), are held and firmly bound unto the ROANOKE REGIONAL AIRPORT COMMISSION, 5202 Aviation Drive, Roanoke, Virginia 24012 as Obligee (hereinafter referred to as "Commission"), in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ .00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has entered into a written Management Agreement with Commission dated \_\_\_\_\_, ("Agreement") wherein Commission has retained Contractor to manage and operate the Public Parking Facilities at the Roanoke Blacksburg Regional Airport in accordance with the terms and conditions of such Agreement, including, without limitation and as applicable, Contractor's deposit and payment of Gross Receipts to Commission as set forth in the Agreement, as well as all other covenants, agreements, and obligations to be performed or paid by Contractor, a copy of said Agreement being attached to and expressly incorporated herein by reference and made a part of this Performance Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Agreement, in strict conformity with each and every term, condition, obligation, requirement, covenant, promise, and warranty thereof, all as may be amended from time to time by the parties thereto, then this obligation shall be null and void; otherwise, it shall remain in full force and effect, as stated herein.

I. The Contractor shall well and truly perform, and carry out and abide by all the terms, conditions and provisions of said Agreement in accordance with the terms thereof and in the event the Contractor defaults, breaches, or fails to perform the Agreement as aforesaid, the Surety herein shall and does hereby agree to make payment to Commission in the amount of this Performance Bond and to defend, indemnify, and hold the Commission harmless from and against any and all liability, loss, cost, damage or expense, including reasonable attorney's fees, and the cost of any other professional services which Commission may incur or which may occur or be imposed upon Commission by reason of any default or breach on the part of the Contractor.

II. Any alteration, amendment, modification, omission, or addition which may be made in or to the terms of the Agreement, including, without limitation, the amount to be paid or the obligations to be performed under it, or the giving by the Commission of any extension of time for the performance of the Agreement or any other forbearance of any nature whatsoever on the part of either the Commission or the Contractor to the other shall not in any way affect or release the Contractor and the Surety, or either of them, their heirs, executors, administrators, successors or assigns with regard to their obligations and liability hereunder, and notice of any such alteration, amendment, modification, omission, addition, extension or forbearance is hereby expressly waived by Surety. Any delay, omission, or failure by Commission to call upon the Surety in any instance shall not release the Surety from any obligation hereunder.

c. It is understood and agreed among the parties hereto that this Performance Bond shall be valid and in full force and effect for an initial one year term beginning \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_, and that this bond shall thereafter be annually continued from year to year in the appropriate amount required under the Agreement by the issuance of a continuance certificate or other appropriate document executed by Surety unless Surety shall give Roanoke Regional Airport Commission written notice at least 30 calendar days prior to the end of any one year term of its intention not to continue the bond for the next one year term. It is further understood and agreed that the liability of the Surety under any such continued term(s) of this bond shall be successive in the amount of the continued bond and shall not be cumulative.

d. The obligations evidenced hereby shall constitute the joint and several obligations of the Contractor, the Surety, and their respective heirs, executors, administrators, successors and assigns.

e. IT IS NOT INTENDED BY ANY OF THE PROVISIONS OF ANY PART OF THIS BOND TO CONFER A BENEFIT UPON ANY OTHER PERSON OR ENTITY NOT A PARTY TO THIS PERFORMANCE BOND OR TO AUTHORIZE ANY PERSON OR ENTITY NOT A PARTY TO THIS BOND TO MAINTAIN A SUIT PURSUANT TO THE TERMS OR PROVISIONS OF THIS BOND OTHER THAN THE ROANOKE REGIONAL AIRPORT COMMISSION OR ITS SUCCESSORS OR ASSIGNS.

f. Any suit or action hereunder shall be brought in a Virginia court of competent jurisdiction in and for the City of Roanoke, Virginia, or in the United States District Court for the Western District of Virginia, Roanoke Division, and not elsewhere.

g. Without giving effect to Virginia choice of law provisions, the provisions of this bond shall be governed by and are intended to be consistent with and implement the laws of the Commonwealth of Virginia. The Contractor, for itself and its successors and assigns, and the Surety, for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of Commission to require a bond containing the provisions contained herein, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon upon the ground that there is no law authorizing the Commission to require the provisions herein.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Contractor

WITNESS:

By: (Seal)  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Type Name and Title)