

City of Rolla, MO

Request for Proposals – Ground Lease Rolla National Airport

The City of Rolla, Missouri invites interested persons to submit written (and sealed) proposals to lease approximately 775 acres of land surrounding the Rolla National Airport located in Maries County. The City has a current agricultural lease on this property set to expire on March 2025 that can be extended for up to an additional five years.

General Information

The City of Rolla will consider all reasonable uses provided they are compatible with the current agricultural operations and an active general aviation airport. Proposals for partial acreage may be considered. The proposals will be scored based several factors including but not limited to the following:

- Compatibility with existing agricultural and airport functions
- Familiarity with the area
- References
- Anticipated revenue generated by the lease

Anticipated Timeline for Submittal

Issue Date: 4-14-23

Sealed Proposals Due (opening): 5-17-23 at 11 AM

Mail/deliver to Rolla City Clerk Lorri Thurman, PO Box 979,
901 N. Elm St., Rolla, MO 65402

Inquiries to: Rolla City Administrator John D. Butz (573 426-6948; admin@rollacity.org)

Public Works Director Darin Pryor (573 364-8659; dpryor@rollacity.org)

The City of Rolla reserves the right to accept any proposal, reject any or all proposals, or to waive formalities in the best interest of the City.

After scoring it is the City's intent to negotiate a long term lease with the preferred proposal. If lease terms cannot be agreed upon the City will cease negotiations with the preferred proposal and negotiate with the 2nd highest scoring proposal.

Scope of Services and Specifications

- 1) Qualifications of Proposals: Bidders must demonstrate (in the written proposal) the capability to competently and responsibly engage in a lease near an airport. The City reserves the right to reject any proposal if the bidder fails to provide sufficient experience to satisfy the City that they are qualified to perform the work contemplated. **Bidders should include information related to the proposed use, financial ability, equipment and experience.** The award of this proposal/lease shall be to the highest qualified and responsible bidder who is not only financially able, but who possesses the judgment, skill, ability and capacity to perform the lease. The City may choose to conduct interviews of qualified and responsible bidders.
- 2) The selected proposal must abide by and shall be subject to all applicable federal, State and local regulations including those put forth by the Federal Aviation Administration. Additionally the selected proposal shall obey and abide by all laws relating to the employment of labor including workers compensation.
- 3) The selected bidder agrees to indemnify and hold harmless the City of Rolla and their officers, employees and agents from any and all liability, loss, or damage as a result of claims, actions, suits, causes of action, proceedings, costs, expenses, judgments and liabilities of any kind arising out of the selected bidder's performance.
- 4) The selected bidder shall procure and maintain during the life of the lease the following coverage from a company or companies licensed to sell insurance in Missouri with an A-A.M. Best rating or equivalent: Workers Compensation in compliance with MO law; Comprehensive General Liability Insurance in the amount of \$1,000,000 each occurrence for Bodily Injury Liability and Property Damage Liability and \$2,000,000 for general aggregate. Insurance of an occurrence basis coverage shall be maintained without interruption from date of commencement of lease operations until no longer required. The City of Rolla shall be added as an Additional Insured. All certificates of insurance must be forwarded to the City of Rolla prior to commencement of the lease. Required insurance policies shall not be changed or canceled without thirty (30) days prior written notice to the City of Rolla. (see Exhibit B for a more detailed listing of insurance specifications)

The tenant shall not:

- a) Drive vehicles or equipment upon or across any active runway or taxiway without express permission from the Airport Manager.
- b) Produce any illegal substance on the premises.
- c) Apply any aerial application of herbicides, insecticides or fertilizers.
- d) The tenant shall neither assign nor sublet the premises without the written consent of the City.
- e) Dispose, deposit, or bury any trash or rubbish on the leased premises.
- f) Leave any equipment within 150' from the runways at the end of the day.

2023 Ground Lease Proposal Summary

(Attach written statement on qualifications and familiarity with this RFP)

Proposed Use (summarize):

Proposed payment per year: Total Price

*Price/Acre

(* price/acre is established for any acreage the City removes from the lease for aviation or economic development-related activities) The City reserves the right to include escalators for future years during the negotiation process. Please note if this is a phased payment structure.

Bidder's Signature: _____

Date: _____

Print: _____

Mailing address: _____

Contact information (phone/email):

EXHIBIT A

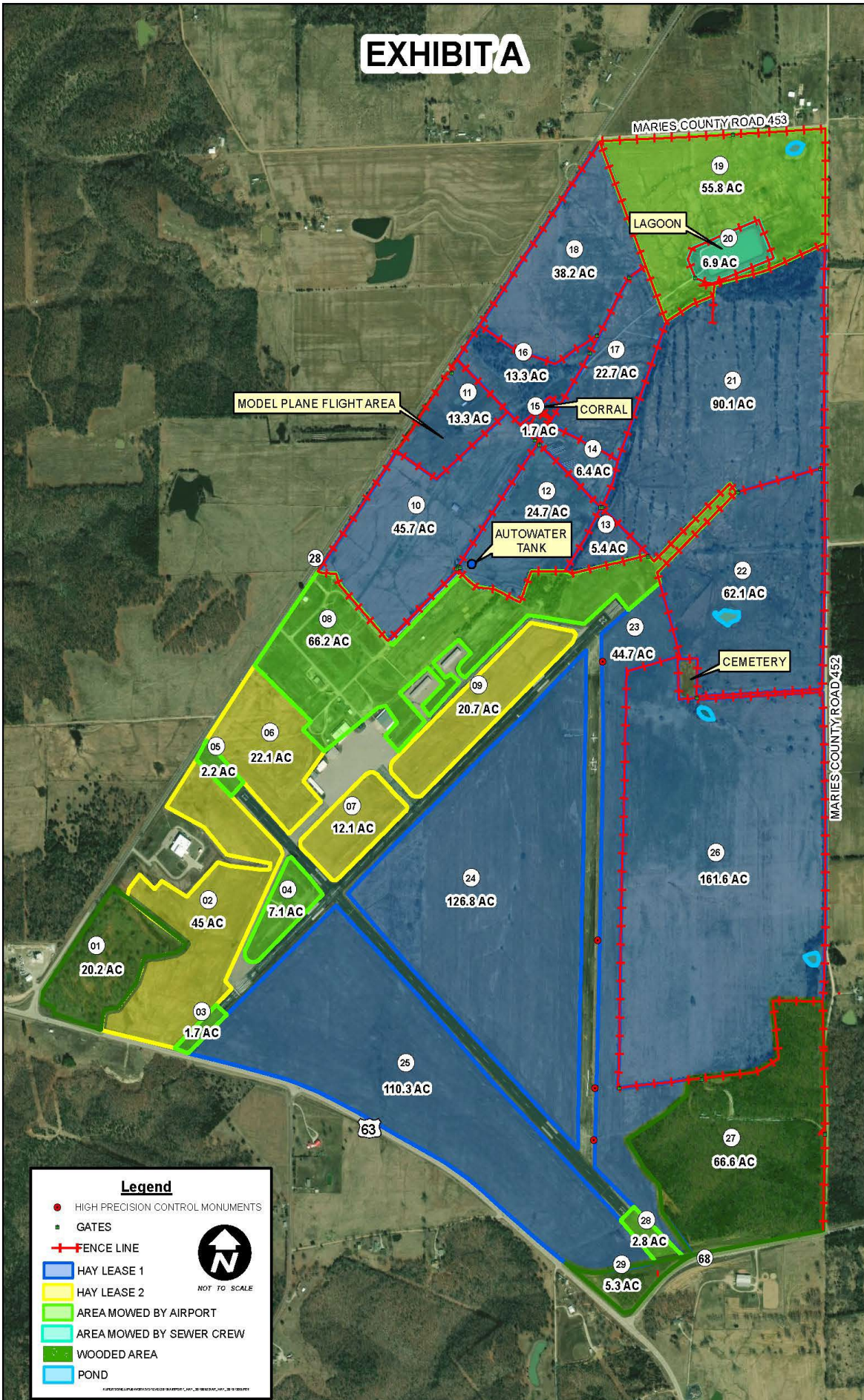


Exhibit B (Insurance Specifications)

Insurance Specifications

1. Prior to the beginning of the lease, tenant must provide to City, certificates of insurance showing that Tenant has coverage for itself and its employees, agents and subcontractors. Tenant's insurance must provide adequate coverage for any workers compensation obligations, employer's liability and automobile liability. If any of these policies is terminated, tenant must provide to City certificates of insurance showing replacement coverage.
2. All coverage must be placed with insurance companies duly admitted in **Missouri** and must be reasonably acceptable to City.
3. All tenant insurance carriers must maintain an A.M. Best rating of "A-" or better.
4. Tenant's policy must name City as an additional insured. Coverage must be afforded to the City as an additional insured whether or not a claim is in litigation. Additional insured coverage must apply as primary insurance with respect to any other insurance afforded to the City.
5. Each certificate of insurance must provide that the insurer must give to City written notice of cancellation and termination of tenant's coverage at least 30 days prior.
6. At least two weeks prior to the expiration, cancellation or termination of any policy required by this agreement, Tenant must give to City new and replacement certificates of insurance and additional insured endorsements.
7. Tenant must provide City with a waiver of subrogation from each of Tenant's insurers on commercial general liability in favor of City with respect to losses arising out of or in connection with the work.
8. Tenant must secure a workers' compensation insurance policy. The workers' compensation policy must cover all of Tenant's work and performance and provide coverage for all employees, executive officers, sole proprietors, partners and members of a limited liability company, in the amounts required by all applicable laws.
9. Tenant must secure an employers' liability insurance policy to cover the damages that become due in case of bodily injury, occupational sickness or disease or death of Tenant employees. This policy must be written with limits of **\$1,000,000** for each accident policy, **\$1,000,000** for each disease policy and **\$1,000,000** per disease, per each employee.
10. Tenant must secure a commercial general liability insurance policy to cover the damages that become due in case of bodily injury, property damage and personal or advertising injury arising out of or related to:
 - **All Tenant's operations and premises;**
 - **All Tenant's products and completed operations;**
 - **All liability or responsibility assumed by the Tenant in the Indemnity section of this agreement;**
 - **All liability assumed in a business contract;**
 - **City as an additional insured; and**
 - **Defense expenses paid in addition to the policy limits.**

There will be no endorsement or modification of the commercial general liability from risks arising from pollution, explosion, collapse, underground property damage or work performed by Tenant.

In addition, Tenant must provide City proof of insurance with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 2010 and CG 2037 (or substitute forms providing equivalent coverage). Tenant is responsible for maintaining this insurance policy.

The coverage available to City, as additional insured, in the types of insurance policies mentioned above must be at least:

- **\$1,000,000** for each occurrence;
 - **\$2,000,000** for general aggregate
 - **\$2,000,000** for products/completed operations aggregate; and
 - **\$1,000,000** for personal and advertising injury limits.
11. Tenant must secure an automobile liability insurance policy to cover the damages that become due in case of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle or trailer owned, hired, leased, used on behalf of or borrowed by Tenant. The policy must also include coverage for any equipment subject to motor vehicle laws, City and Owner (if different than City) and any Tenant liability or responsibility described in the Indemnity section. Business auto liability insurance must be written in the amount of not less than **\$1,000,000** for each accident.
 12. Tenant must secure an umbrella liability insurance policy to cover the damages that become due in case of bodily injury, property damage and personal and advertising injury with, at least, the same terms and conditions as the policies mentioned above.

Liability for Damage to Property or Person

Tenant assumes all risk of damage to or loss of its equipment howsoever caused and does release the City from all claims and demands with respect thereto including to or loss of equipment arising from the act, default or omission of the City, its agents, servants, employees, subcontractors, customers, invitees or licensees or resulting from any cause whatsoever (save and except damage or loss resulting solely from the City's willful or reckless disregard or gross negligence).

Indemnity

The tenant shall protect and defend the City and indemnify and hold it harmless from any and all claims, demands, actions, losses, causes of actions, proceedings, suits, damages, expenses or liability of any kind, including reasonable legal fees and expenses of litigation, brought on by any person, whether in respect of damage (including death) to person or property, arising from any occurrence occasioned, whether in whole or part whether directly or indirectly, by an act or omission or negligence of the tenant, its agents, servants, employees, subcontractors, customers, invitees or licensees.