Howard County, TX

NOTICE OF BID

The Howard County Commissioner's Court is accepting bids for the lease of county-owned property located at 3707 Howard County Airport Road, Big Spring, TX 79720.

Specifications and required submittal forms may be obtained by contacting the Howard County Auditor's Office at 432-264-2210 or visiting the County's website http://www.co.howard.tx.us/. Eligible bids must be submitted on the form provided by the county. Bids must be sealed, identified on the exterior individual envelope with the title "Airport Lease" and received at the office of the County Auditor, 300 S. Main, Room 203, Big Spring, TX 79720 prior to 10:00 a.m. on July 13, 2020. Bids will be opened and publicly read in the Howard County Auditor's Office at 10:00 a.m. on the deadline date. The subject bids are scheduled to be awarded in the Commissioner's Court meeting to be held on Monday, July 13, 2020 at 3:30 p.m. The Howard County Commissioner's Court reserves the right to reject any or all bids or to accept the bid deemed to serve the best interest of the County.

HOWARD COUNTY, TX

BID SPECIFICATIONS

DESCRIPTION:	**COUNTY-OWNED LEASE SPACE LOCATED AT 3707 HOWARD COUNTY AIRPORT RD, BIG SPRING, TX 79720**
MINIMUM BID:	**$3,600.00 MONTHLY**
BID OPENING:	**MONDAY – JULY 13, 2020 10:00 A.M.**
SUBMITTAL DEADLINE:	**MONDAY – JULY 13, 2020 Prior to 10:00 A.M.**
DATE OF AWARD:	**MONDAY -- JULY 13, 2020 3:30 P.M. HOWARD COUNTY COMMISSIONER'S COURT**

SPECIFICATIONS/INSTRUCTIONS:

Howard County is accepting bids for the lease of property located at 3707 Howard County Airport Road, Big Spring, TX 79720. The building and property are located on the east side of Airport Road.

Contact John Cline, County Commissioner, at 432-213-1264 to schedule an appointment to view the property.

A Bid Form (distributed with this bid packet) should be completed and placed at the front of the submitted proposal as a cover sheet. Submit proposal to the County Auditor by the deadline listed above for consideration by the Howard County Commissioner's Court. A lease agreement is provided in the bid packet and

the terms are negotiable. Please include any proposed modifications to the agreement as part of your bid submittal.

Bid packet includes:

1. Bid Specifications
2. Lease Agreement
3. Aerial Photo and Building Photos
4. Bid Form (for submittal)

The Howard County Commissioner's Court reserves the right to reject any or all bids or to accept the bid deemed to serve the best interest of the County.

Contact information: Howard County Auditor, 432-264-2210, Courthouse, Big Spring, TX 79720.

PROPOSERS MUST FOLLOW THE PRESCRIBED PROCEDURES FOUND WITHIN THE LEGAL NOTICE FOR THE AFOREMENTIONED BID.

We appreciate your interest and participation!

LEASE AGREEMENT

THIS LEASE AGREEMENT [this "Lease"] is made as of the 1st day of August, 2020, by and between the County of Howard, Texas [the "Lessor"], and _____ [the "Lessee"].

ARTICLE 1
Premises

Lessor, for the consideration, and upon the terms and conditions, covenants, and agreements hereinafter set forth and provided, has DEMISED and LEASED, and by these presents does DEMISE and LEASE unto Lessee, and Lessee, upon and subject to the conditions hereinafter expressed, has TAKEN and HIRED, by these presents does TAKE and HIRE from Lessor, those certain premises [the "Leased Premises"] consisting of certain properties situated at Airport Road, Big Spring, TX (the "Building") and identified on Exhibit A on a tract of land situated in Howard County, Texas Yard.

ARTICLE 2
Terms of Lease

TO HAVE AND TO HOLD the Leased Premises unto Lessee for a term of two [2] years [the "Initial Term"], commencing on August 1, 2020, and expiring at midnight on July 31, 2022, unless sooner terminated as hereinafter provided.

ARTICLE 3
Rent

Section 1. Lessee agrees to pay, as rental for the Term an annual amount of $_____ per year.

Section 2. The rental is payable in monthly installments of $_____,

with the first installment being due and payable on or before August 1, 2020, and a like installment being due and payable on or before the first day of each succeeding calendar month during the term.

ARTICLE 4
Extension

(Purposefully Deleted)

ARTICLE 5
Lessee Improvements

Section 1. Lessee accepts the buildings and premises "as-is." Lessor has no obligation to make repairs, maintain or change any existing improvements.

Section 2. Lessee shall have the express right to construct improvements or modify existing improvements. The Improvements shall be constructed in accordance with applicable laws and regulations [including any applicable Building Code and Fire Code].

Section 3. Lessor recognizes, understands, and agrees that Lessee may, during the term of this Lease or any extensions thereof, desire to have additional or replacement improvements constructed on the Lease Premises. Lessee shall have the right to construct any such improvements at its sole cost and expense, as set forth in Section 2 of this Article 5.

ARTICLE 6
Indemnification

Section 1. Lessee agrees to indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, [whether private, governmental, or municipal] arising from Lessee's negligence or willful misconduct in, on, or about the Leased Premises.

Section 2. Lessor agrees to indemnify and save harmless Lessee against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, [whether private, governmental, or municipal] arising

from Lessor's possession, activities, negligence of willful misconduct in, on, or about the Leased Premises.

ARTICLE 7
Insurance

Section 1. Lessee shall obtain insurance against fire and other casualty loss on the Improvements in such amount, against such risks, and with such insurance company as Lessee at its option may decide.

Section 2. Lessee shall obtain insurance against fire and other casualty loss on the Building and other structures or improvements situated on the property in such amount, against such risks, and with such insurance company as Lessor at its option may decide.

Section 3. Lessor and lessee, in their own behalf and of their insurers, each hereby waive any and all claims which such party may have against the other party during the Term for any and all loss of, or damage to, any of such party's property located within or upon, or constituting a part of the Leased Premises, the Improvements, and the Building to the extent that such loss or damage is or could have been covered by a standard Texas fire and extended coverage insurance policy, regardless of cause or origin, including negligence [sole or otherwise], of such other party hereto. The foregoing mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of or damage to property of the parties hereto. The foregoing mutual waivers are intended to preclude the assignment of any of the above mentioned claims by way of subrogation, or otherwise, to an insurance company or any other person; and each party hereto shall notify such party's insurers of the foregoing mutual waivers. Each party shall be responsible to have its applicable insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the foregoing waivers.

ARTICLE 8
Property Taxes

Property taxes (Ad Valorem), including any personal property taxes, is the responsibility of the Lessee.

ARTICLE 9
Damage Clause

Section 1. In the event the Leased Premises are damaged or destroyed by fire or other casualty, and the necessary repairs cannot reasonably be made within sixty [60] days from the date of such damage, this Lease may, at the option of the Lessee, be terminated, provided Lessee exercises its termination options as provided in this Article 9. Within fifteen [15] days from the date of such damage, Lessor shall notify Lessee in writing as to whether Lessor will repair the Leased Premises, other than the improvements, within sixty [60] days from the date of such damage. If Lessor notifies Lessee that such repairs cannot be made within sixty [60] days from the date of such damage, this Lease shall automatically terminate, unless Lessee elects, within fifteen [15] days from the date of said notice, to continue this Lease in effect as to the useable portion of the Leased Premises, in which case the rent payable under this Lease shall be reduced proportionately. If, however, Lessor notifies Lessee that Lessor will repair the Leased Premises, other than the Improvements, within sixty [60] days from the date of such damage, this Lease shall remain in full force and effect. If, however, Lessee determines in good faith that the necessary repairs cannot reasonably be made within sixty [60] days from the date of such damage, Lessee shall have fifteen [15] days from the date of said notice during which Lessee may elect to terminate this Lease. If Lessee fails to exercise its termination option within fifteen [15] days from the date of said notice from Lessor, this Lease shall remain in full force and effect. During any period in which such repairs are being made, the rent payable under this Lease shall abate in whole or in part, depending upon the extent to which such damage and/or repairs shall deprive Lessee of the use of the Leased Premises for the normal purpose of Lessee's business. In the event the improvements are damaged or destroyed, Lessee shall cause the same to be repaired and restored, unless this Lease is terminated pursuant to the foregoing provisions of this Article.

ARTICLE 10
Assignments and Sub-Leases

Lessee shall not assign or sublease all or any part of the Leased Premises without the express written consent of Lessor.

ARTICLE 11
Maintenance of Improvements

Lessee agrees to maintain and keep in a good state of repair the Improvements, reasonable wear and tear, and to the extent otherwise provided in Article 9 above, casualty loss, excepted. Lessee further agrees to comply with all the laws, regulations, and ordinances and rules and regulations of governmental agencies having jurisdiction in the maintenance and upkeep of the Improvements, and to keep at all times the Leased Premises in a neat, clean, and sanitary condition.

ARTICLE 12
Water, Gas and Electricity

All gas, electric current, heat, water, sewer charges, and other similar charges, if any, which may accrue during the Term shall be paid promptly by Lessee as the same accrue. Lessor shall in no event be liable for any charges accrued for such utilities.

ARTICLE 13
Use of the Premises

The Leased Premises may be used by Lessee for activities which must be approved by Lessor, such approval not to be unreasonably withheld.

ARTICLE 14
Holding Over

This Lease shall terminate without further notice at the expiration of the Initial Term. Any holding over, or repossession by Lessee, for any reason whatsoever after termination of this lease, shall not operate to renew or extend this Lease, but shall operate and be construed as a tenancy at the will of Lessor at a rental equal to the most current monthly rent. With the exception of the option

to extend the term of this Lease for the Renewal Term, no agreement for an extension, renewal, or change of this Lease shall be valid without the written consent of Lessor and Lessee.

ARTICLE 15
Lessor's Remedies

Section 1. If Lessee shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained in these presents and on its part to be performed or observed within thirty [30] days after notice such default, or if the estate hereby created shall be taken by execution or other processes of law [except eminent domain], if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Lessee for the benefit of creditors, or if a receiver, conservator, trustee in involuntary bankruptcy, or other similar officer shall be appointed to take charge of all or any substantial part of Lessee's property by a court of competent jurisdiction, and such proceeding is not dismissed within one hundred twenty [120] days after it is begun, or is Lessee shall file a petition or a petition shall be filed for the reorganization of Lessee, under any provisions of the Bankruptcy Code now or hereafter enacted, or if Lessee shall file a petition for arrangements under any provisions of the Bankruptcy Code now or hereafter enacted, and providing a plan for a debtor to settle, satisfy, or extend the time for the payment of debts, then, and in any of the said cases, Lessor lawfully may, immediately, or at any time thereafter, and without demand or notice, enter into and upon the Leased Premises or any part thereof in the name of the whole repossess the same as of his former estate, and upon entry as aforesaid, this Lease shall terminate; and Lessee covenants and agrees, notwithstanding any entry or re-entry by Lessor whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the dates originally fixed herein, the payment hereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this Lease become due if this lease had not been terminated or Lessor had not entered or re-entered as aforesaid, except that any option to extend the term of this Lease not previously exercised shall be deemed to have not been exercised for purposes of this Article 15, and whether the Leased Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the term, or for the whole thereof, but

in the event the leased premises be relet by Lessor, Lessee shall be entitled to a credit in the net amount of rent received by Lessor in reletting, after deduction of all expenses incurred in connection therewith. As an alternative, at the election of Lessor, Lessee will, upon such termination, pay to Lessor, as damages, such a sum that, as of the time of such termination, represents the amount of the excess, if any, of the then value of the total rental and other benefits which would have accrued to Lessor under this Lease for the remainder of the Lease Term, if the provisions of this Lease had been fully complied with by Lessee, above the then cash rental value in advance of the Leased Premises for the balance of the term.

Section 2. Lessor shall, in no event, be in default in the performance of its obligations hereunder, unless and until Lessor shall have failed to perform such obligations within thirty [30] days after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligations.

ARTICLE 16
Broker's Commission

Lessor and Lessee each warrant and represent to the other that it has not incurred and will not incur any liability for brokerage fees, agents' commissions, or the like in connection with this Lease, and Lessor and Lessee do hereby indemnify and hold harmless each other from any and all such claims and expenses [including attorney's fees] arising by, through, or under the indemnifying party.

ARTICLE 17
Waiver

Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall never be deemed to be a waiver by the non-complaining party of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor or Lessee shall be construed as a waiver at any subsequent time of the same provisions with regard to events occurring after the waiver or waivers under said provisions. The consent or approval by Lessor or

Lessee of any action by the other party requiring the consenting or approving party's consent or approval shall not be deemed to waiver or render unnecessary such party's consent or approval of any subsequent similar act by the other party.

ARTICLE 18
Notices

Whenever by the terms of this Lease, notice shall or may be given either to Lessor or to Lessee, such notice shall be in writing and shall be delivered in hand or deposited with the Clerk in any U.S. Post Office or U.S. Branch Post Office [certified mail, return receipt requested, postage prepaid], as follows: If intended for Lessor, addressed to Lessor C/O County Judge at 300 S Main, Room 207, Big Spring, Texas 79720, or to such other address as may from time to time hereafter be designated by Lessor by like notice. If intended for Lessee, addressed to Lessee at P.O. Box 2318, Big Spring, TX 79721 or to such other address as may from time to time hereafter be designated by Lessee by like notice.

ARTICLE 19
Covenant of Quiet Enjoyment

Lessee, subject to the terms and provisions of this Lease, on payment of the rent and observing, keeping, and performing all of the terms and provisions of this Lease on its part to be observed, kept, and performed, shall lawfully, peaceably, quietly, and exclusively have, hold, occupy, and enjoy the Leased Premises during the Term without hindrance or ejection by any person or entity.

ARTICLE 20
Mechanic's Liens

Lessee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment alleged to have been furnished or to be furnished to or for Lessee and which may be secured by any mechanic's, materialman's, or other lien against the Leased

Premises and/or Lessor's and/or Lessee's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures and/or becomes due, provided, however, that if Lessee desires to contest any such lien or the indebtedness purported to be secured thereby, or any part of such indebtedness, with or without resort to litigation, it may do so, but notwithstanding any such contest, if any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof if not promptly stayed or is so stayed and said stay thereafter expires, then and in any such event Lessee shall forthwith pay and discharge said judgment. Nothing in this Article 20 or in any other provision hereof shall in any way empower, authorize, or allow Lessee to impose, voluntarily or otherwise, any lien upon the Leased Premises or Lessor's or Lessee's interest therein.

ARTICLE 21
Sign

Lessee shall have the right to erect or install a sign on the awning of the Building, or to erect or install other advertising media, provided said sign or other advertising media substantially conforms to the plans and specifications provided to and approved by Lessor, which approval shall not be unreasonably withheld, as to construction, method of attachment, size, shape, height, lighting, color, and general appearance.

ARTICLE 22
Parking

Lessor shall have sole control over the entrances, exits, and traffic lanes of parking facilities on the leased premises and Lessor shall maintain and keep in good repair said parking facilities. Lessor shall be responsible for maintaining the parking lot including, but not limited to, trash and debris removal on a regular basis so as to keep the area in a neat and clean condition. Lessee, Lessee's employees, and Lessee's licensees shall be entitled to use of that portion of the available parking space as Lessee deems necessary, reasonable, or desirable in connection with its occupancy and use of the Leased Premises.

ARTICLE 23
Landlord's Lien

Lessor hereby expressly reserves and may exercise upon default by Lessee any and all landlord's liens [whether statutory or otherwise] which it may have to enforce Lessee's obligations hereunder.

ARTICLE 24
Attorney's Fees

Should Lessor or Lessee default in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease, and should the non-defaulting party place the enforcement of this Lease or any part of the same, or the collection of any rent or other sums due or to become due hereunder, or the recovery of possession of the Leased Premises, in the hands of an attorney, or file suit upon the same, the defaulting party agrees to pay to the non-defaulting party all reasonable attorney's fees incurred by the non-defaulting party in connection therewith.

ARTICLE 25
Invalidity of Particular Provisions

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 26
Provisions Binding

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective legal representatives, successors, and assigns.

ARTICLE 27
Governing Law

This Lease shall be governed exclusively by the provisions hereof and by the internal laws of the State of Texas, as the same may from time to time exist.

ARTICLE 28
Time of Essence

Time is and shall be of the essence of this Lease and of each term and provision hereof.

ARTICLE 29
Entirety

No verbal or oral agreements pertaining to the Lease shall be binding on Lessor or Lessee, the entire agreement to be such as is written into this Lease, and Lessor and Lessee hereby agree that each has carefully read this instrument and that the same terms and conditions herein set out are satisfactory. This Lease may not be altered, changed, or amended except by an instrument in writing, signed by the parties hereto.

ARTICLE 30

Paragraph Headings

The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease.

IN WITNESS WHEREOF this Lease is executed in multiple copies, each of which shall constitute an original for all purposes, effective as of the date first herein above written.

COUNTY OF HOWARD, TEXAS

_____

BY: Kathryn Wiseman
County Judge Lessor

_____

Lessee

HOWARD COUNTY, TEXAS
BID SUBMITTAL FORM

MUST BE SIGNED AND SUBMITTED AS A BID COVER SHEET

NAME OF BIDDER:

_____

ADDRESS: _____

PHONE: _____ FAX: _____

HEREBY SUBMITS THE FOLLOWING BID:

$_____/SQ. FT. ANNUALLY

COMMENTS:

_____

_____

_____

_____

_____

_____

_____

"IN SUBMITTING THIS BID TO HOWARD COUNTY, THE UNDERSIGNED BIDDER HEREBY AGREES TO CONFORM TO ALL BID REQUIRMENTS AND SPECIFICATIONS SET OUT BY HOWARD COUNTY. FURTHER, THE UNDERSIGNED BIDDER AGREES THAT, IF AWARDED, THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR A PERIOD OF TWO YEARS-FROM AUGUST 1, 2020 THROUGH JULY 31, 2022.

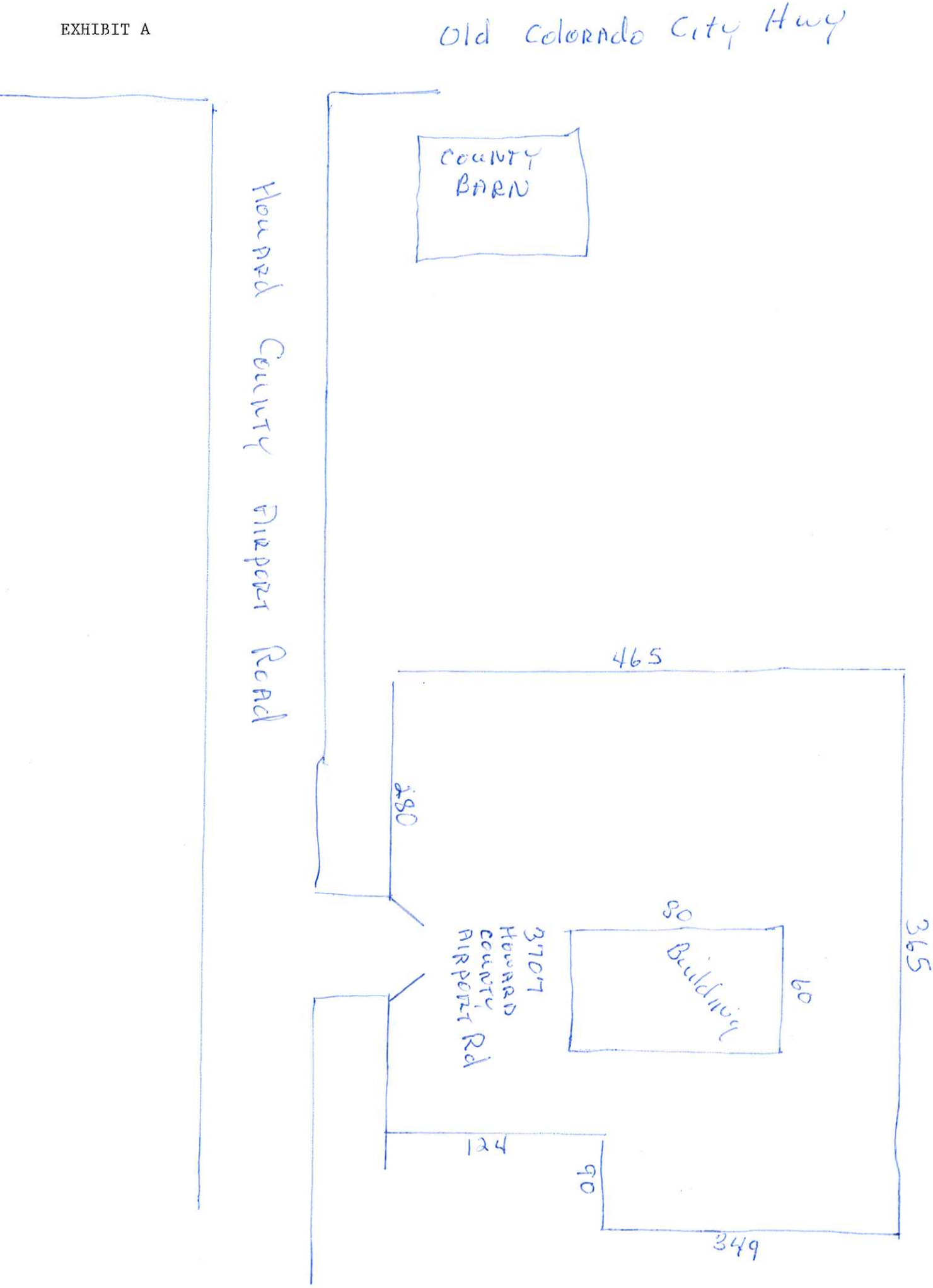
Authorized Signature of Bidder: _____

(printed name) _____

(Title) _____

(Date) _____

EXHIBIT A


Old Colorado City Hwy
COUNTY BARN
Howard County Airport Road
465
280
90
Building
60
365
3707 Howard County Airport Rd
124
90
349

Google Maps 3707 Howard County Airport Rd

Map data ©2020 , Map data ©2020 20 ft

3707 Howard County Airport Rd

Big Spring, TX 79720

Directions Save Nearby Send to your phone Share

HOWARD COUNTY, TEXAS
BID SUBMITTAL FORM

MUST BE SIGNED AND SUBMITTED AS A BID COVER SHEET

NAME OF BIDDER:

_____

ADDRESS: _____

PHONE: _____ FAX: _____

HEREBY SUBMITS THE FOLLOWING BID:

$_____/SQ. FT. ANNUALLY

COMMENTS:

_____

_____

_____

_____

_____

_____

_____

"IN SUBMITTING THIS BID TO HOWARD COUNTY, THE UNDERSIGNED BIDDER HEREBY AGREES TO CONFORM TO ALL BID REQUIRMENTS AND SPECIFICATIONS SET OUT BY HOWARD COUNTY. FURTHER, THE UNDERSIGNED BIDDER AGREES THAT, IF AWARDED, THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR A PERIOD OF TWO YEARS-FROM AUGUST 1, 2020 THROUGH JULY 31, 2022.

Authorized Signature of Bidder: _____

(printed name) _____

(Title) _____

(Date) _____