

CITY OF FAIRHOPE
BID INVITATION

May 23, 2011

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. June 6, 2011, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 021-11, FAIRWAY MOWER AND INFIELD DRAG MACHINE THREE YR. LEASE

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: .ames@cofairhope.com, fax number: 251-929-0364, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **BID BOND IS WAIVED.**
THERE WILL BE NO PRE-BID MEETING.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**Sealed Bid**" with **Item Name, Bid Number, City of Fairhope's Name and Address and Bidder's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,
Purchasing Manager

Posted 05-23-11

GENERAL REQUIREMENTS

AWARD OR REJECTION OF BIDS

1. The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

COMPLIANCE

1. All bid components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded vendor will be responsible for insuring that all items meet specifications before delivery.
3. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope Purchasing Department.

ORDERING

1. The City of Fairhope Purchasing Department will execute a contract with the awarded vendor for bid items as needed.
2. If awarded vendor fails to fill the order or deliver on time, the City of Fairhope reserves the option to procure needed, comparable items from any source, and bill the awarded vendor for associated expenses generated by such failure.

PACKAGING & DELIVERY

1. Deliver bid items to City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL, or other designated City site, maintaining product in proper state, undamaged.
2. At point of delivery, awarded vendor will present an itemized delivery ticket **with the BidNumber clearly referenced thereon**, to City of Fairhope receiving personnel for signing.
3. F.O.B. City of Fairhope, as directed.
4. Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within ten (10) working days.
5. All Titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the Owner approved delivery location.

WARRANTY

1. Winning Bidder will provide written warranty for all parts and labor for the entire lease period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Winning Bidder will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the Winning Bidder's warranty, and the terms of which will not be altered by the Winning Bidder's warranty.

PAYMENT

1. Invoices -- Upon completion of initial service and delivery of materials specified in the lease agreement, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, AL 36533

2. All invoices must reference appropriate Bid Number
3. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.
4. The City of Fairhope intends to finance the equipment in one of the following manners:
 - a. Purchase outright.
 - b. Lease / Purchase with fair market buyout option at lease end using vendor supplied financing.
 - c. Lease / Purchase with fair market buyout option at lease end, using our own financing.
5. If you are unable to furnish an item as specified and desire to offer a substitute, give full description of the item. No errors will be corrected after bids are opened. No prices shall include State or Federal Excise Taxes. Municipalities are exempt from Alabama Sales Tax by state law.
6. Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.
7. Our bid form must be filled in completely. All pages of this bid form must be returned. All documents requested must be attached to the back of page of such request and acknowledgement must be made where blank appears. A signed contractual agreement must be in place prior to beginning work or services.

SCOPE OF WORK AND SPECIFICATIONS

For

BID NO. 021-11

FAIRWAY MOWER AND INFIELD DRAG MACHINE

SCOPE OF WORK

1. The Contractor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
 - a. Provide lease equipment, associated equipment and service as per specifications, for a lease period of thirty six (36) months.
 - b. Deliver items to City of Fairhope, 555 S. Section Street, Fairhope Al, or other designated City site, with all freight FOB destination, prepaid & allowed.
 - c. Provide maintenance service as per specifications.

GENERAL SPECIFICATIONS

1. Service to include:
 - a. Mobilize, set up, activate, de-activate and demobilize equipment, and freight. Prior to acceptance, all equipment shall be assembled and fully serviced, ready for operation, including initial start up supplies.
 - b. Awarded vendor will be responsible for all necessary service above and beyond normal wear maintenance, with repairs to be accomplished within seventy two (72) hours of notification of out of service.
2. Design:
 - a. The equipment shall be of commercial design and shall be complete with all of the necessary accessories as shown and described herein. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. All equipment shall be new and of current production of national firms that manufacture FAIRWAY MOWERS AND INFIELD DRAG MACHINES.
3. Bidder Proximity:
 - a. Awarded vendor must be a manufacturer or an authorized distributor of a manufacturer. A letter of authorization from manufacturer must accompany bid showing that bidder is an authorized distributor, and that bidder is authorized to lease equipment in Baldwin County, Alabama.
4. Patents:
 - a. The awarded vendor shall protect the City of Fairhope from any damages or liability arising from alleged infringements of patents.
5. Equipment Maintenance:
 - a. Maintenance service will be available during normal City of Fairhope working hours.
 - b. On-call remedial maintenance, including replacement of unserviceable parts. Parts will be furnished as new or equivalent to new in performance when used in this device. Removed parts are the property of the vendor, **who will dispose of such parts in a legally acceptable manner. Only** manufacturer approved parts are to be used.
 - c. Maximum service response time shall be forty eight (48) hours.
 - d. In the event that repairs cannot be completed within one (1) City of

Fairhope work day, a substitute machine approved by the City of Fairhope will be provided by the awarded vendor.

6. Training:

- a. Awarded vendor will be responsible for initial training of a minimum of two (2) operators on all aspects of the equipment, at a time and location determined by the City of Fairhope, and before operation of equipment by City of Fairhope employees.
- b. Operator / instruction manuals must be included with equipment at time of delivery.

7. Referenced Specifications:

- a. Reference to brand names and numbers is descriptive, but not restrictive. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturer's specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the City of Fairhope will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. The name of a certain brand, make, model number, manufacturer, or definite specification is to denote the quality standard of the article desired, but does not restrict the bidder to the particular brand, make, model number, manufacturer, or specification named. It is set forth to convey the general style, character, and quality of the item desired to the prospective bidder. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, which is approved by the City of Fairhope. The burden of proof that alternate brands are in fact equal or better falls on the bidder, and proof must be to the City of Fairhope's satisfaction.
- b. Substitute Offer: The bidder has the burden of demonstrating that a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
- c. Nonconforming Equipment: When equipment received from the lowest responsible bidder is not in accordance with the bid requirements, it will be returned to the bidder, at bidder's expense.

TECHNICAL SPECIFICATIONS

- 1. The technical specifications as noted below are being provided by the City of Fairhope Recreation Department..
- 2. Lease equipment will consist of one (1) Fairway Mower, and one (1) Infield Drag Machine. Please make substitute offers noted where your specifications do not comply with the specific equipment.

Fairway Mower Spec Sheet

Engine Type 4 cylinder liquid cooled diesel 35hp (approx.) dry type air filter, sealed cooling system, fully pressurized lubrication system. Full flow spin on oil filter. 12 volt starter system, 17 gallon fuel capacity (approx.).

Traction& Drive

Two wheel drive, Variable displacement, hydrostatic drive, with electronic hydro control and programmable speed controls.

Reel Drive-three section pump direct couple motors with built in relief.

Lift system joy stick control one touch lift- lower for all reels.

Hydraulic system 14 gallon capacity (approx.) with low oil alarm.

Hydraulic Cooling-Hydraulic oil cooler, large volume full flow filter.

Tires Brakes and Steering

Front tires 26.5x14x12 tubeless

Rear tires 20x10x8 tubeless

Brakes Dynamic through traction system.

Parking Brake disc on front wheels.

Steering rear wheel hydrostatic power steering.

Reel& Blades

5 seven inch diameter x 22inch- 11 blades.

Rollers -front-grooved

Rear-solid

SPECIAL CONSIDERATIONS

AWARD OR REJECTION OF BIDS

1. The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

COMPLIANCE

All provisions and services will comply with all Federal, State and Local laws, ordinances, codes and regulations.

1. The awarded vendor will be responsible for insuring that all products meet specifications before delivery.

2. Awarded vendor will make no substitutions for bid items without prior written approval of the City of Fairhope.
3. Awarded vendor will supply a comparable "Loaner" vehicle for all leased vehicles not repairable, or repaired within seventy- two (72) hours of notification of out of service.
4. All warranties to run concurrent with lease term.
5. Delivery will be made within TEN (10) WORKING DAYS of execution of contract.
6. The awarded vendor will be responsible for insuring that equipment meets specifications before delivery.

PACKAGING & DELIVERY

- 1 F.O.B. City of Fairhope, prepaid & allowed, as directed.
2. Delivery will be received at time and place set by City of Fairhope representative.
- 3 At point of delivery, awarded vendor will present an itemized delivery ticket, referencing the bid number, to City of Fairhope receiving personnel for receiving.
- 4 Shortages, defective or damaged items will be rejected. The awarded vendor will replace such items within seventy- two (72) hours.

PAYMENT

1. Invoices: The awarded vendor is to invoice the City of Fairhope monthly, or, as per terms established in the contract.
2. All invoices must reference appropriate bid number.
3. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

BID PROPOSAL
BID NO. 021-11
FAIRWAY MOWER AND INFIELD DRAG MACHINE 3 YR. LEASE
FOR
FAIRHOPE RECREATION DEPARTMENT

DATE: ____/____/____

We propose to meet or exceed the above specifications at:

- BID: Purchase Outright TOTAL BID \$ _____
- BID: 48 month lease @ \$ _____ / month with purchase at end of lease using vendor
supplied financing.....\$ _____
- TOTAL LEASE PLUS PURCHASE BID \$ _____
- BID: 48 month lease @ \$ _____ / month with purchase at end of lease using our own
financing.....\$ _____
- TOTAL LEASE PLUS PURCHASE BID \$ _____

Make & Model Being Bid :

DELIVERY (ARO) _____ Days

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

Company _____

State of Incorporation _____

Company Representative _____
(Signature)

Title _____

Company Representative _____

(print)

Company Address _____

Phone _____

Fax _____

Federal ID Number _____

Foreign Vendor Alabama Registration Number, if applicable _____

Alabama State Contractor's License Number, if applicable _____

THIS MUST BE NOTARIZED!

STATE OF _____ }

} ss:

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that

_____, as _____
(Type name of bid signer here) (Type bid signers Title here)

respectively, of _____
(Type company name here)

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, 2011.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

END OF BID RESPONSE FORM

***SAMPLE
LEASE AGREEMENT DOCUMENTS***

FOR

BID NO. 021-11
FAIRWAY MOWER AND INFIELD DRAG
MACHINE THREE YEAR LEASE

FOR THE
FAIRHOPE RECREATION DEPT.

FOR THE
CITY OF FAIRHOPE

FAIRHOPE CITY COUNCIL
Lonnie Mixon, Council President
Timothy M. Kant, Mayor

Set No. _____

LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter "Agreement") is made this _____ day of _____, _____, by and between the City of Fairhope, hereinafter "Lessee") and _____ (hereinafter "Lessor"), for

FAIRWAY MOWER AND INFIELD DRAG MACHINE 3 YR LEASE

The Lessee and Lessor agree as set forth below:

1. **Term of Agreement**

- a. The term of the agreement shall be for a period of three (3) Years from _____ to _____.

2. **Survivability**

- a. Per Alabama State Law, the duration term for this contract cannot exceed 36 months. Placements made using the authority provided by this Contract will not survive the Contract itself, and must be terminated at the 36 month date, as specified herein. Those customers renting or leasing the equipment will continue to receive ongoing service from the Lessor at the agreed upon Contract rate through the term of the Contract.

3. **Compensation**

- a. Invoices -- Upon acceptance of delivery of equipment specified, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, AL 36533

- b. All invoices must include the leased machine make, model, serial number.
- c. Payment Of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.
- d. The Lessor agrees to charge, and the Lessee agrees to pay a total lump sum lease fee of _____ **DOLLARS (\$ _____)**, for the required rentals, repairs, and all other services covered by this Agreement, unless terminated by the execution of other clauses of this agreement.

4. **Payment Withheld**

a. The Lessee may withhold approval for payment on any request and the Lessee may withhold payment to such extent as may be necessary to protect the Lessee from loss on account of:

- i. Negligence on the part of the Lessor, or failure to perform any provision of this Agreement.
- ii. Claims filed or reasonable evidence indicating probable filing of claims.
- iii. Failure of the Lessor to make payments properly to Subcontractors for material or labor.
- iv. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- v. Damage to property, or another vendor or another vendor's work.

b. When the above grounds are removed, payment shall be made for the amount withheld because of them. The Lessor waives all cancellation rights under the agreement, if payment is withheld for one or more of the above reasons.

5. **General Conditions**

a. Indemnity: The Lessor hereby agrees to indemnify and save harmless the Lessee, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the Lessor, their agents, servants, employees, Subcontractors, or others associated with the Lessor. The Lessor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the Lessor.

6. **Termination of Agreement**

a. **Termination for Default:** Performance of Work under this Agreement may be terminated by the Lessee, in whole or in part, in writing, whenever the Lessee determines that the Lessor has failed to meet the requirements of this Agreement.

b. Termination for Non-appropriation: The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The Lessee may terminate any financial obligation, and Lessor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Customers funding from local, State and/or federal sources is not appropriated, withdrawn or limited. Lessee represents to Lessor that Lessee has sufficient appropriations or other funds available to pay all amounts due for the current fiscal year and reasonably believes that funds can be obtained to make all rental payments during the 36 month lease. Lessee hereby covenants that it will do all things reasonably within its power to obtain funds from which the rental payments may be made, including making provision for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its bona fide best efforts to have such portion of the budget approved. It is Lessee's intent to make rental payments for the full term of this lease if funds are available. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, the Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee for any kind whatsoever, except as to the portions of rental payments herein agreed upon for which funds shall have been appropriated and budgeted. Subsequent to a termination of this lease, Lessee shall have no obligation to make rental payments with respect to the remainder of the Lease. In the event of such termination, Lessee agrees to return possession of the leased equipment to Lessor and Lessor shall have all legal and equitable rights to take possession of the Leased equipment. Notwithstanding the foregoing, lessee agrees that it will not (a) cancel this Lease under the terms of this Agreement if any funds are appropriated to it, or by it for the acquisition, retention or operation of the leased equipment.

c. Termination for Convenience: Lessee has the absolute right to terminate the Agreement upon "Award of Contract" to another Lessor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Lessee, shall be paid by Lessee. Lessor will refund to Lessee any pre-payments beyond date of termination.

7. Warranty

a. The Lessor warrants that equipment and materials provided, and all Work performed on the leased equipment shall conform to professional standards of care and practice in effect at the

time the Work is performed, be of the highest quality, and be free from all faults, defects or errors.

b. All equipment and materials provided by the Lessor shall be merchantable and for the purpose intended, and meet the quality standards of the referenced LEASED EQUIPMENT machine referenced in the specifications.

8. Time of Completion

a. The Lessee and Lessor understand and agree that time is of the essence in the performance of this Agreement. The Lessor or Lessee, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the Lessee or Lessor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Lessee's or Lessor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Lessee's or Lessor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the Lessee may, at their discretion, cancel this Agreement for their own convenience.**

9. Insurance Requirements

a. Lessee, at its sole expense, shall obtain and maintain in full force or the term of this agreement, insurance for the protection of the leased equipment.

b. Lessor, at its sole expense, shall obtain and maintain in full force for the term of this agreement, insurance for all work performed on the leased equipment at any site, including Lessee's work or equipment storage locations, to protect the Lessor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Lessor.

c.. All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds

not having an A.M. Best rating must be submitted to the City for prior approval.

d. NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAVE BEEN RECEIVED BY THE LESSEE.

e. **Worker's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama
Part Two: Employers Liability \$100,000 Each Accident
\$100,000 Each Employee
\$500,000 Policy Limit

f. **U.S. Longshoreman & Harbor workers Act (USL&H)**

Required if contract involves work near a navigable Waterway that may be subject to the USL&H law.

g. **Maritime Endorsement (Jones Act)**

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

h. **Commercial General Liability**

Coverage on an Occurrence form with a combined single limit (Bodily Injury and Property Damage combined as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

- Coverage to include
 - o Premises and operations
 - o Personal Injury and Advertising Injury
 - o Products/Completed Operations
 - o Independent Contractors
 - o Blanket Contractual Liability
 - o Explosion, Collapse and Underground hazards
 - o Broad Form Property Damage
 - o Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

i. **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

- j. **Owner's Protective Liability** Where applicable, the **LESSOR** shall at his expense provide Owners Protective Liability policies issued in the name of the **OWNER** covering its liability for operation of the **LESSOR**. The policy limits shall be no less than \$1,000,000 combined single limit Bodily Injury and Property Damage per occurrence

k. **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City **PRIOR** to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the City.

10. **Indemnity**

The fullest extent permitted by law, the Lessor shall indemnify and hold harmless the Owner, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance this agreement.

11. **Safety Measures**

a. The Lessor shall take all necessary precautions for the safety of the Lessee's and Lessor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The Lessor shall post all applicable signs warning against hazards in and around the Work site.

12. **Extra Work and Associated Costs**

a. Changes in the Work: The Lessee, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement price and time for execution of the Work being adjusted accordingly.

b. All such changes in the Work shall be authorized by a written Amendment to the Agreement or a separate Change Order and shall be executed under the applicable conditions of the Agreement.

13. **Familiarity with the Work**

a. The Lessor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Lessee will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the Lessor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

14. **New Attachments**

a. The Lessor is not required to install new attachments on the equipment which is recommended by the Lessee, insurance companies, governmental authorities, etc., unless requested by and paid for by the Lessee.

15. **Scope of Work and Specifications** –

a. As referenced in Bid documents.

16. **Miscellaneous Provisions**

a. The Lessor shall not employ Subcontractors without the express written permission of the Lessee.

b. The Lessor shall not assign the Agreement or sublet it as a whole without the express written permission of the Lessee. The Lessor shall not assign any payment due them hereunder, without the express written permission of Lessee. The Lessee may assign the agreement, or sublet it as a whole, without the consent of the Lessor.

c. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Lessee and Lessor.

d. The Lessor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Agreement.

e. The Lessor shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove and lawfully dispose of any such materials, or remove to a lawful waste disposal site. If the Lessor fails to clean up

the Work site, the Lessee will complete the task and charge the Lessor for such services.

f. This Agreement is considered a non-exclusive Agreement between the parties.

g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

h. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

i. This Agreement, the Bid Invitation packet, and associated addenda contain all terms and conditions agreed upon by the Lessee and Lessor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

j. The Lessee will not furnish any labor, material, or supplies unless specifically stated in the Agreement Documents. Lessor must be properly certified to industry standards and licensed to perform the work as outlined in the Agreement Documents.

k. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

l. During the term of the Agreement, Lessee will operate and maintain the normal use maintenance of the LEASED EQUIPMENT, in accordance with manufacturer's standard maintenance schedule.

m. During the term of the Agreement, Lessee will operate leased equipment only in applications for which it is designed.

17. End of Lease

a. If the end date is other than date stated herein as end date of this agreement, Lessee will give Lessor Thirty (30) days notice prior to the date of Lessee's intention to terminate agreement and return leased equipment.

b.. At termination of lease, Lessor will recover leased equipment at Lessee's location, at Lessor's expense.

c. Provide a secured place to store off-lease equipment for up to fourteen (14) days upon request of Lessor. "Secured place" will be defined as gated and fenced area with nighttime illumination.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

**FOR: THE CITY OF FAIRHOPE
OF BALDWIN COUNTY, ALABAMA**

ATTEST:

BY: _____

(Mayor)

(City Clerk)

{STATE OF ALABAMA}

{COUNTY OF BALDWIN}

I, _____, a Notary Public in and for said State and County, hereby certify that TIMOTHY M. KANT and LISA A. HANKS, whose names as Mayor and City Clerk, respectively of the CITY OF FAIHOPE of BALDWIN COUNTY, a body corporate and politic, are signed to the foregoing instrument and who are known to me, acknowledge before me on this day, that being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the _____ day of _____ 20 ____

NOTARY PUBLIC, BALDWIN COUNTY, ALABAMA

My Commission Expires: _____

FOR THE LESSOR:

Two Witnesses to Lessor:

(Lessor)

(Lessor Business Address)

