

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR SEASONAL RENTAL OF SKID STEER LOADERS
QUOTE NO. 3770
SECOND RENEWAL**

This Amendment is hereby entered into on this 13th day of May, 2014 by and between Hamilton Equipment Co., 8801 Highway 6, Lincoln, NE 68507 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending an Agreement dated June 6, 2012, under D. O. No. 07582, (the "Agreement"), for **The Annual Requirements for Seasonal Rental of Skid Steer Loaders, Quote No. 3770**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is June 6, 2012 through June 5, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from June 6, 2013 through June 5, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning June 6, 2014 through June 5, 2015; and

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$19,185.84 without prior approval by the City of Lincoln.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from June 6, 2014 through June 5, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$19,185.84 without prior approval by the City of Lincoln.
- 3) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

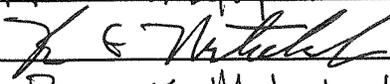
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>13th</u> day
of <u>May</u> 2014

_____ Public Works & Utilities Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	Hamilton Equipment Company
By: (Please Sign)	
By: (Please Print)	Brian E Motschenbacher
Title: (Please Print)	Sales Manager
Company Address: (Please Print)	8801 Highway 6 Lincoln, NE 68507.
Company Phone & Fax: (Please Print)	(402) 464-6381 / (402) 464-5989
E-Mail Address: (Please Print)	brian@hamiltonequipmentco.com.
Date: (Please Print)	April 25, 2014
Contact Person For: "Orders or Service" (Please Print)	Brian Motschenbacher
Phone Number: (Please Print)	(402) 464-6381

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR SEASONAL RENTAL OF SKID STEER LOADERS
QUOTE 3770
FIRST RENEWAL**

This Amendment is hereby entered into on this 7th day of May, 2013 by and between **Hamilton Equipment Co., 8605 Cornhusker Hwy., Lincoln, NE 68507** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **June 6, 2012**, under D. O. No. **07582**, (the "Agreement"), for **The Annual Requirements for Seasonal Rental of Skid Steer Loaders, Quote 3770**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **June 6, 2012 through June 5, 2013**, with the option to renew for three (3) additional **one (1) year terms** upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning **June 6, 2013 through June 5, 2014**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from **June 6, 2013 through June 5, 2014**.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>7th</u> day
of <u>May</u> 2013
<i>Miki Exposito</i>
Public Works & Utilities Director

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this 22 day of April, 2013

Company Name: (PLEASE PRINT)	Hamilton Equipment Co
By: (PLEASE PRINT)	John Hesterman
By: (PLEASE SIGN)	<i>[Signature]</i>
Title:	General Manager
Company Address: (PLEASE PRINT)	8605 Cornhusker Hwy Lincoln NE 68507
Company Phone & Fax: (PLEASE PRINT)	402 464 6381 402 464 5989
E-Mail Address: (PLEASE PRINT)	john@hamilton-equipmentco.com

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**SEASONAL RENTAL OF SKID STEER LOADERS
QUOTE 3770**

**Hamilton Equipment Co.
8605 Cornhusker Hwy
Lincoln, NE 68507
402.464.6381**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this 6 day of June 2012, by and between **Hamilton Equipment Co., 8605 Cornhusker Hwy, Lincoln, NE 68507**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Seasonal Rental of Skid Steer Loaders, Quote 3770** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one(1) year term with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Special Provisions
 4. Specifications
 5. Instructions to Bidders
 6. Insurance Requirements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier, Deputy
City Clerk



Niki Eposito
City Director

Approved by Directorial Order 07582

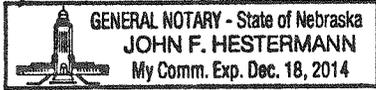
dated June 6, 2012

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary



Hamilton Equipment Co
Name of Corporation

8605 Cornhusker Hwy
(Address)
Lincoln NE 68507

By: [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information

Bid Creator Shelly Hinze, Buyer
Email rhinze@lincoln.ne.gov
Phone 1 (402) 441-8313
Fax 1 (402) 441-6513

Bid Number 3770
Title Seasonal Rental of a Skid
Steer Loaders

Bid Type Quote
Issue Date 05/10/2012
Close Date 5/16/2012 2:00:00 PM CST
Need by Date

Contact Information

Address Purchasing
440 S. 8th St.
Lincoln, NE 68516

Contact Shelly Hinze, Buyer
Purchasing

Department
Building Suite 200
Floor/Room

Telephone (402) 441-8313
Fax (402) 441-6513
Email Rhinze@lincoln.ne.gov

Ship to Information

Address Street Maintenance
Operations
901 N. 6th Street
Lincoln, NE 68508

Contact Andrew Edwards

Department
Building

Floor/Room
Telephone
Fax
Email

Supplier Information

Company Hamilton Equipment Co
Address 8605 Cornhusker Hwy
Lincoln, NE 68507

Contact
Department
Building
Floor/Room

Telephone 1 (402) 4646381
Fax 1 (402) 4645989
Email

Submitted 5/16/2012 1:04:58 PM CST
Total \$19,185.84

Signature _____

Supplier Notes _____

Bid Notes _____

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Renewal is an Option	Contract Extension Renewal is an option.	Yes
6	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
7	Fuel Charges	If equipment has not been refilled at time of return or pickup, the Owners shall be responsible for the cost of fuel to fill up equipment at the rate of \$_____/gal of gasoline and \$_____/gal of diesel fuel.	\$3.85 for Diesel (units do not use gasoline)
8	Mfg./Model	I acknowledge attaching the specifications of the model of loaders that I am bidding in the suppliers response section of the bid.	Y
9	Contact	Name of person submitting this bid:	John Hestermann
10	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	4	Months	Monthly Rental - Bobcat S70 Skid Steer Loader or equivalent with a 36" bucket and rubber tires	\$687.50
Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes and attach spec in the response attachment section of the bid.				
Supplier Notes: Bobcat S70 with enclosed cab and heater, 36" bucket				
2	4	EA	Daily Rental - Bobcat S70 Skid Steer Loader or equivalent with a 36" bucket and rubber tires	\$126.38
Item Notes:				
Supplier Notes: Bobcat S70 with enclosed cab and heater, 36" bucket Bid is based on 4 separate days, using existing contract with the City of Lincoln. Should this be 4 days in a row, the weekly rate of \$447.67 would apply				
3	4	Months	Monthly Rental - 36" Snow Blower attachment for Bobcat S70 or its equivalent	\$750.00
Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes and attach spec in the response attachment section of the bid.				
Supplier Notes: Bobcat SB150x36 snow blower with hydraulic chute and deflector controls				
4	4	EA	Daily Rental - 36" Snow Blower attachment for Bobcat S70 or its equivalent	\$140.62
Item Notes:				
Supplier Notes: Bobcat SB150x36 Bid is based on 4 separate days, using existing contract with the City of Lincoln. Should this be 4 days in a row, the weekly rate of \$364.01 would apply.				
5	4	Months	Monthly Rental - 48" Utility Blade or equivalent for Bobcat S70 or its equivalent	\$562.50
Manufacturer: Bobcat				
Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes and attach spec in the response attachment section of the bid.				
Supplier Notes: Bobcat hydraulic angle, 48" utility blade				
6	4	EA	Daily Rental - 48" Utility Blade or equivalent for Bobcat S70 or its equivalent	\$125.00
Item Notes:				
Supplier Notes: Bobcat 48" Utility blade Bid is based on 4 separate days, using existing contract with the City of Lincoln. Should this be 4 days in a row, the weekly rate of \$375.00 would apply.				

7	4	Months	Monthly Rental - Ullhaul Tilt Bed Trailer for Bobcat S70 or its equivalent	\$0.00
Manufacturer: Ullhaul or equivalent				
Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes.				
Supplier Notes: Ullhaul tilt bed trailer is furnished no charge with the rental of a Bobcat skid loader				
8	4	EA	Daily Rental - Ullhaul Tilt Bed Trailer for Bobcat S70 or its equivalent	\$0.00
Item Notes:				
Supplier Notes: Ullhaul tilt bed trailer is furnished no charge with the rental of a Bobcat skid loader				
9	4	Months	Montly Rental - Bobcat S100 or with 48" bucket and rubber tires. These are examples of what we would like or an equivalent to them.	\$687.50
Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes and attach spec in the response attachment section of the bid.				
Supplier Notes: Bobcat S100 with enclosed cab and heat, 48" bucket				
10	4	EA	Daily Rental - Bobcat S100 or with 48" bucket and rubber tires. These are examples of what we would like or an equivalent to them.	\$138.84
Item Notes:				
Supplier Notes: Bobcat S100 with enclosed cab and heater, 48" bucket Bid is based on 4 seperate days, using existing contract with the City of Lincoln. Should this be 4 days in a row, the weekly rate of \$469.92 would apply				
11	4	Months	Monthly Rental - 48" Snow Blower attachment for the loader you are bidding in line 5	\$750.00
Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes and attach spec in the response attachment section of the bid.				
Supplier Notes: Bobcat SB150x48 snow blower with hydraulic chute and deflector controls				
12	4	EA	Daily Rental - 48" Snow Blower attachment for the loader you are bidding in line 5	\$140.62
Item Notes:				
Supplier Notes: Bobcat SB150x48 Bid is based on 4 seperate days, using existing contract with the City of Lincoln. Should this be 4 days in a row, the weekly rate of \$364.01 would apply				
13	4	Months	Monthly Rental - 54" Utility Blade attachment for the loader you are bidding in line 5	\$562.50
Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes and attach spec in the response attachment section of the bid.				
Supplier Notes: Bobcat hydraulic angle, 54" utility blade				

14	4	EA	Daily Rental - 54" Utility Blade attachment for the loader you are bidding in line 5	\$125.00
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Item Notes:

Supplier Notes: Bobcat 54" Utility blade Bid is based on 4 seperate days, using existing contract with the City of Lincoln. Should this be 4 days in a row, the weekly rate of \$375.00 would apply

15	4	EA	Monthly Rental - Ullhaul or equivalent Tilt Bed Trailer for the loader you are bidding in line 5	\$0.00
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Item Notes: List your manufacturer and model of the loader you are bidding in your supplier notes.

Supplier Notes: Ullhaul tilt bed trailer is furnished no charge with the rental of a Bobcat skid loader

16	4	EA	Daily Rental - Ullhaul or equivalent Tilt Bed Trailer for the loader you are bidding in line 5	\$0.00
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Item Notes:

Supplier Notes: Ullhaul tilt bed trailer is furnished no charge with the rental of a Bobcat skid loader

Response Total:				\$19,185.84
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**EQUIPMENT
SPECIFICATIONS FOR THE SEASONAL RENTAL OF SKID LOADERS**

1. SUPPLEMENTAL INSTRUCTION TO BIDDERS

- 1.1 It is the intent of this specification to describe the minimum acceptable requirements for Seasonal Rental of (2) Skid Steer Loaders.
 - 1.1.1 The skid steer loaders furnished shall come with a trailer and must be designed and configured to accept attachment equipment such as a snow blower, dirt bucket and snow blade/utility blade.
 - 1.1.2 All advertised standard equipment shall be provided whether or not specifically addressed.
- 1.2 Contractor shall submit bid documents and supporting material via e-bid.
- 1.3 All inquiries regarding these specifications shall be directed to Shelly Hinze, Buyer, via e-mail request to (rhinze@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.3.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.3.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 1.3.2.1 Failure to comply with this directive may result in vendor bid being rejected.
- 1.4 The skid steer loaders will be utilized by the Public Works & Utilities for snow removal.
- 1.5 The term of this contract shall be a one year with the option to renew for three additional one year terms.

2. PAYMENTS AND INSURANCE

- 2.1 The City shall make the payment within 30 days of equipment delivery and monthly thereafter until the equipment is returned.
- 2.2 The City shall provide transportation of the equipment during the rental period.
- 2.3 Payments shall be made as soon as possible after receipt of invoice.
 - 2.3.1 Invoices shall be sent to 901 North 6th Street, Lincoln, NE 68508 by the first of each month.

3. EXCHANGE ALLOWANCE

- 3.1 The City will allow the Contractor to exchange the equipment for an equal unit at anytime during the rental at no additional charge to the City.

4. MODELS

- 4.1 The equipment furnished under these specifications shall be of the latest improved model in current production as offered to the commercial trade.
- 4.2 Equipment offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration.
 - 4.2.1 The right to evaluate specification compliance and equivalency is reserved by the City.
- 4.3 Example models:
 - 4.3.1 Bobcat S70
 - 4.3.2 Bobcat S100

- 4.3.3.1 Examples are intended to show the type and class of equipment desired.
 - 4.3.3.2 Do not assume your standard equipment meets all details of the specifications merely because it is listed as an example.
 - 4.4 Make and model number of the equipment the Contractor is bidding shall be listed in the attribute section of the bid.
 - 4.5 Each model shall come with a trailer, snow blower attachment, dirt bucket with a bolt on edge and a snow blade/utility blade.
 - 4.5.1 The snow blade shall have a 30 degree double action to the left or right controlled by a fingertip control.

5. **DELIVERY**

- 5.1 Delivery cost shall be included in the unit price rental for each line item.
- 5.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:30 p.m., CST, on normal City of Lincoln working days.
- 5.3 Contractor shall deliver equipment in good working condition
 - 5.3.1 If department determines the equipment is not in good operating condition, the department may refuse the equipment at the time of rental.
- 5.4 In the event equipment is refused, the Contractor shall deliver a replacement within 1 hour of receiving refusal signature by the department.

6. **INSURANCE AND SAFETY REQUIREMENTS**

- 6.1 Insurance for the protection of the equipment shall be carried by the Contractor.
 - 6.1.1 Contractor shall conform to all insurance requirements as listed under the attached document (INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS) in the Attribute section of the ebid.
- 6.2 Contractor shall inform agency personnel of all general safety and maintenance requirements prior to acceptance by the using agency.
 - 6.2.1 Rental of the Equipment will require the department to provide all employee(s) names responsible for operating and maintaining the equipment's welfare under the rental contract.
 - 6.2.1.1 It shall be the Contractor's responsibility to ensure this requirement has been documented and made part of the rental agreement.
 - 6.2.2 All equipment from Contractor shall meet all applicable OSHA Safety requirements.

7. **MAINTENANCE AND REPAIRS**

- 7.1 The City will not be liable for any maintenance on rentals beyond that which would endanger the employee if neglected.
 - 7.1.1 Contractor shall perform an inspection of equipment to ensure continued operation without down time.
- 7.2 Contractor will be responsible for any and all repairs relating to the equipment, unless the Contractor can provide documented proof to the Owners that the using agency abused or neglected the rented equipment.
 - 7.2.1 The burden of proof rests solely on the Contractor.

8. **FUEL GUIDELINES**

- 8.1 Contractor shall ensure that all rentals will be fully fueled whether they are delivered or picked up.

- 8.2 Upon completion of rental, the equipment shall be fully fueled prior to pickup or return to the Contractor by Owners.
 - 8.2.1 If equipment has not been refilled at time of return or pickup, the Owners shall be responsible for the cost of fuel to fill up equipment at the rate of \$_____/gal of gasoline and \$_____/gal of diesel fuel.
 - 8.2.2 Contractor shall complete the cost per gallon of fuel in the Attribute section of the ebid.
- 8.3 Owners will not be responsible for fuel fill prior to return or pick-up in cases of break downs or inoperable equipment.

9. **RENTAL FEES**

- 9.1 The seasonal rental period runs approximately from November 1st through March 31st of each Winter or approximately four (4) months.
 - 9.1.1 Department may rent the loaders earlier or later in the season depending upon the winter weather.
- 9.2 The City shall only pay the rental costs for the months/days of actual use.
- 9.3 One month rentals will be based on 30 consecutive days of rental or 176 hours of usage.
 - 9.3.1 Upon pick up and completion of the rentals exceeding one month rental status shall be charged on the daily/monthly basis.
- 9.4 Owners shall not be liable for rental charges due to Contractor not being able to pick up equipment.
 - 9.4.1 Rental charges shall cease at time that Owners notify Contractor when equipment is ready for pick up or at the time the Owners return equipment to the Contractors location.
 - 9.4.2.1 Contractor shall require Owners staff to sign a receipt verifying return date and time upon delivery of rental to Contractors location.
 - 9.4.2.2 Contractor shall require Owners staff to sign a receipt verifying date and time when Contractor picked up rental equipment.
- 9.5 Rental fees shall not accrue during equipment "downtime".
 - 9.5.1 Owners shall contact Contractor by phone and by fax immediately as soon as possible after equipment becomes unusable.
 - 9.5.2 The faxed report will contain information about the problems experienced and the time of equipment failure.
 - 9.5.3 In cases where replacement equipment is needed immediately, the Contractor has a maximum of two (2) hours to respond to the concern.
 - 9.5.3.1 No delivery charge shall be charged for replacement equipment.
 - 9.5.3.2 Owners shall provide Contractor with appropriate time frame for replacement of equipment.