



AIRPORT PRODUCTS

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Oshkosh Airport Products, a division of Pierce Manufacturing, Inc., a Wisconsin corporation ("Oshkosh"), and City of Lakeland – Lakeland Linder International Airport ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Oshkosh pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Oshkosh Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Oshkosh Proposal"** means the proposal provided by Oshkosh attached as Exhibit A prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Oshkosh is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Oshkosh receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Oshkosh's sale of the Product to the Customer.

3. Term of Agreement: This Agreement will become effective on the date it is signed and approved by the City of Lakeland's authorized representative pursuant to Section 20 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,061,961.00 ("Purchase Price"). Prices are in U.S. funds, FOB Lakeland, FL. All taxes, excises and levies that Oshkosh may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Oshkosh to the Customer shall be for the account of the Customer and shall be added to the Purchase Price, to the extent permitted by law where the customer resides

except as otherwise exempt for which Customer shall be required to provide Oshkosh with a valid certificate of exemption for sales and use tax upon execution of this Agreement. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Payment is due 45 days after delivery in accordance with Florida Statute §218.74 et. seq, the Local Government Prompt Payment Act. Delinquent payments shall be subject to a carrying charge of 1.0 percent per month on the unpaid balance in accordance with Florida Statute §218.74 et. seq, the Local Government Prompt Payment Act or such lesser amount permitted by law. Oshkosh will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Oshkosh substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Oshkosh shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Oshkosh or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Oshkosh, Oshkosh shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

5. Agreement Changes. The Customer may request that Oshkosh incorporate a change to the Products or the Specifications for the Products by delivering a change order to Oshkosh; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Oshkosh to evaluate the feasibility of such change ("Change Order"). Within ten (10) business days of receipt of a Change Order, Oshkosh will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the

Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Oshkosh shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Oshkosh's authorized representative.

6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Oshkosh may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Oshkosh; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Oshkosh endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Oshkosh upon sale of the Product to another purchaser, plus any costs incurred by Oshkosh to conduct any such sale.

7. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be 365 Days after receipt of order, FOB Lakeland, FL. Risk of loss shall pass to Customer upon Delivery. Title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Failure by the vendor to deliver within the 365 days may result in the following: the possible requirement of the vendor to furnish at no cost to the City, a functional vehicle of the same class and capability as the one ordered until delivery is made and accepted of the late item. This requirement will be waived if the vendor is able to document action in good faith. Upon deliverance of the vehicle to the airport, the manufacturer must, at no additional cost, provide the services of a qualified technician for three consecutive days. The technician must provide thorough instruction in the use, operation, maintenance, and testing of the vehicle. This setup must include operator training for the primary operators, which will give them sufficient knowledge to train other personnel in the functional use of all firefighting and vehicle operating systems. Prior to leaving the vehicle, the technician will review the maintenance instructions with the purchaser's personnel to acquaint them with maintenance procedures as well as how to obtain support service for the vehicle.

(b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Oshkosh with written notice sufficient to permit Oshkosh to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall, to the extent practicable, be remedied by Oshkosh within thirty (30) days from the Notice of Defect. In the event Oshkosh

does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

8. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Oshkosh Corporation
Attn: Dustin Raddatz
1515 County Road O, Suite A
Neenah, WI 54956
Email: draddatz@airport.oshkoshcorp.com

City of Lakeland
Lakeland Linder International Airport
Attn: Airport Director
3900 Don Emerson Drive, Suite 210
Lakeland, FL 33811
Email: kris.hallstrand@lakelandgov.net

9. Standard Warranty. Any applicable Oshkosh warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Oshkosh's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER OSHKOSH, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Oshkosh be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether

resulting from non-delivery or from Oshkosh's own negligence, or otherwise.

10. Indemnity. To the extent permitted by law and subject to the monetary limitations set forth in Florida Statute §768.28, the Customer shall indemnify, defend and hold harmless Oshkosh, its officers, employees, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's negligent purchase, installation or use of goods sold or supplied by Oshkosh which are not caused by the sole negligence of Oshkosh.

11. Force Majeure. Neither party shall be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond either party's control which make performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Oshkosh fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) either party dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Oshkosh.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Oshkosh until the entire Purchase Price has been paid, but if more than one Product is covered by this Agreement, then the MSO for each Product shall remain in the possession of Oshkosh until the Purchase Price for such Product has been paid in full. In the event of any default in payment, Oshkosh may take full possession of the Product(s), and any payments that have been made to date shall be applied as payment for the use of the Product(s) up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Florida. Jurisdiction and venue shall be in the courts of Polk County, Florida or the U.S. District Court in and for the Middle District of Florida, Tampa division.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Oshkosh's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Oshkosh's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Oshkosh Proposal, the Oshkosh Proposal shall control. In the event there is a conflict between the Oshkosh Proposal and this Agreement, the Oshkosh Proposal shall control.

20. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by each party's authorized representative.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

CITY OF LAKE LAND

H. William Mutz
Mayor

Attest: Kelly S. Kops
KELLY S. KOPS, CLERK
AND CORRECTNESS:

Palmer C. Davis, City Attorney

OSHKOSH AIRPORT PRODUCTS, a division
Pierce Manufacturing, Inc.

John E. Bermingham
Business Unit Director

11/17/2023

Attest:

By:

Kelly S. Koos, City Clerk

Approved as to form and correctness:

By:

Palmer C. Davis, City Attorney

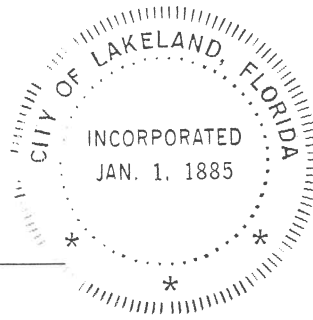


EXHIBIT A

OSHKOSH'S BID PROPOSAL DATED JULY 27, 2023 SUBMITTED IN RESPONSE TO ITB NO. 2023-ITB-066 FOR AIRPORT RESCUE FIRE FIGHTING TRUCK FOR THE CITY OF LAKE LAND

BID ITEM NO. 1: CLASS 4 ARFF TRUCK \$919,000

BID ITEM NO. 2: DRIVERS ENHANCED VISION SYSTEM (DEVs): \$26,591

BID ITEM NO. 3: FLIR K65 THERMAL CAMERA: \$9,094

BID ITEM NO. 4: RADIO WITH PUBLIC ADDRESS SYSTEM WITH GROUND TO GROUND, COMPATIBLE WITH EXISTING ARFF RADIO SYSTEM. (INCLUDES RADIO MICROPHONE, PA MICROPHONE, MICROPHONE MOUNTING CLIPS, SPEAKER, ANTENNA, WIRE HARNESS AND MOUNTING): \$2,539

BID ITEM NO. 5: ON-BOARD NO FOAM TESTING SYSTEM: \$12,089

BID ITEM NO. 6: WARD NO SMOKE DIESEL FILTER SYSTEM: \$18,149

BID ITEM NO. 7: UNDER TRUCK NOZZLES: \$2,283

BID ITEM NO. 8: LED SPOTLIGHTS INSTALLED ON EACH TURRET: \$465

BID ITEM NO. 9: TOP OF VEHICLE LIGHT TOWER: \$38,260

BID ITEM NO. 10: ELECTRONIC FOAM PROPORTIONING SYSTEM: \$22,441

BID ITEM NO. 11: WALK-IN SERVICE COMPARTMENT VERSUS ROLL UP DOOR: \$6,352

BID ITEM NO. 12: VIVID PURPLE K-PKW: \$1,953

BID ITEM NO. 13: GRAPHICS AND STRIPING PACKAGE: \$2,745

TOTAL: \$1,061,961

EXHIBIT B

WARRANTY STATEMENTS

- One-year standard warranty (bumper to bumper) from manufacturer.
- Lifetime frame warranty.
- Ten-year structural warranty (cab and bod).
- Ten-year stainless-steel plumbing warranty.
- Five-year minimum engine/transmission warranty.
- Five-year pump warranty.

EXHIBIT C
INSURANCE REQUIREMENTS

OSHKOSH AIRPORT PRODUCTS

A DIVISION OF PIERCE MANUFACTURING INC.

AN OSHKOSH CORPORATION COMPANY

1515 County Road O

Neenah, WI 54956

920-832-3000

www.oshkoshairport.com



City of Lakeland
Risk Management & Purchasing
1140 East Parker Street
Lakeland, FL 33801

RE: ITB NO. 2023-ITB-066 – Insurance and Indemnification

To Whom It May Concern,

Oshkosh Airport Products, a division of Pierce Manufacturing, Inc., appreciates the opportunity to participate in ITB NO. 2023-ITB-066 for an Aircraft Rescue Fire Fighting Truck for the City of Lakeland.

There are certain requirements in the insurance section that are either not applicable to this type of procurement or Oshkosh would like to discuss in good faith with the City of Lakeland. The specific insurance related comments are attached to this letter. As a result, Oshkosh is unable to sign the Indemnification Contractor form until the specific insurance related comments can be discussed and agreed to with the City of Lakeland. Oshkosh has attached a Certificate of Liability Insurance as well to share the specific insurance coverage we can provide. Oshkosh has full intentions of being able to sign the Indemnification Contractor form once specific terms can be discussed in good faith with the City of Lakeland.

Regards,

A handwritten signature in black ink, appearing to read "Jack Bermingham". The signature is written in a cursive, flowing style.

Jack Bermingham
Business Unit Director
Oshkosh Airport Products



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226 INSURED Pierce Manufacturing Inc. 2600 American Drive Appleton, WI 54914	1-414-443-0000 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL FIRE & MARINE INS CO INSURER B: HARTFORD FIRE IN CO INSURER C: TWIN CITY FIRE INS CO CO INSURER D: HARTFORD ACCIDENT & IND CO INSURER E: INSURER F:	FAX (A/C, No): NAIC # 20079 19682 29459 22357
--	---	--

COVERAGES**CERTIFICATE NUMBER:** 69319905**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		45-GLO-100190-09	04/01/23	04/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			83AB S68003	10/01/22	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			42-UMO-100191-09	04/01/23	04/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WBR S68001	10/01/22	10/01/23	☒ PER STATUTE ☐ OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WN S68000	10/01/22	10/01/23	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oshkosh Airport Products, A Division of Pierce Manufacturing Inc.

City of Lakeland is included as Additional Insured on the General Liability policy when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Lakeland 1140 E. Parker Street Lakeland, FL 33801 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)
dianne wandel
69319905

The ACORD name and logo are registered marks of ACORD

1.4. BONDING

A certified check or bid bond shall accompany each bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the Owner as a guarantee that the Bidder will not withdraw for a period of sixty (60) days after bid closing time.

In the event the contract is awarded to the Bidder, he/she will, within ten (10) days thereafter, enter into a written contract with the City of Lakeland, or accept a City of Lakeland purchase order. The successful Bidder shall also furnish within ten (10) days; a PUBLIC CONSTRUCTION BOND IN COMPLETE ACCORDANCE WITH SECTION 255.05 OF THE FLORIDA STATUTES in an amount equal to the contract price as a guarantee of good faith that the Bidder will execute the work in accordance with the terms of the contract and that the Bidder shall make payments for all labor, material and supplies used directly or indirectly for the work. Failure to do so will constitute forfeiture of the bid security as liquidated damages.

The Public Construction Bond shall be secured from and countersigned by an agency of a surety company recognized in good standing, licensed and authorized to do business in the State of Florida and found to be acceptable to the City of Lakeland.

1.5. EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bids. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation or any future bid.

1.6. INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the bid as proof of insurability. ~~If the current coverage does not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies that the requirements can and will be met.~~ Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

4. INSURANCE AND SAFETY REQUIREMENTS

4.1. STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

4.2. CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

4.3. OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

4.4. LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

4.5. INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

~~"Except for workers' compensation and professional liability, the Other Party's~~The Commercial General Liability ~~insurance policies shall be endorsed to name the~~City of Lakeland as additional insured~~. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."~~

~~Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.~~

~~The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.~~

~~Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.~~

4.6. Commercial General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage**.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:\$2,000,000.00

- **Bodily Injury and \$1,000,000**
- **Property Damage Single limit each occurrence**

4.7. Business Automobile Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:\$1,000,000.00

- **Bodily Injury and \$1,000,000**
- **Property Damage Single limit each occurrence**

4.8. Workers' Compensation

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from

Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

4.9. Excess Liability

This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than:\$5,000,000.00

4.10. Professional Liability/Malpractice/Errors or Omissions Insurance

~~The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.~~

~~The liability limits shall not be less than:\$1,000,000.00~~

4.11.4.10. EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

~~If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.~~

~~For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.~~

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.