



CITY OF BISHOP

377 West Line Street - Bishop, California 93514
Post Office Box 1236 - Bishop, California 93515
760-873-8458 publicworks@ca-bishop.us
www.ca-bishop.us/CityofBishopPublicWorks.html

Request For Bids

Well 3 Pasture Lease

Release: 9 November 2010

Closes: 29 November 2010

Contact: David Grah, Director of Public Works

General: The City of Bishop requests bids for the Well 3 Pasture Lease, also known as the Sunland Pasture Lease. The current rent paid for the lease is about \$650 per year. The Well 3 Pasture is 2 acres on Sunland Avenue without water and shown on the attached map. The pasture is available for agricultural purposes.

Bids shall be delivered to Bishop Public Works at City Hall at 377 West Line Street, Bishop, California 93514. Bids shall be accepted until 3 pm on the close date of this request and shall be sealed in an envelope marked "Well 3 Pasture Lease Bid". The city intends to lease the pasture to the bidder with the highest responsive bid.

Bid Requirements:

1. The bid shall be the annual amount to be paid in 2011. If the lease is executed after 1 January 2011, the actual initial payment will be prorated based on the portion of the year remaining at the time the lease is executed. The lease includes annual escalation.
2. The proposed requirements for the lease are as shown on the attached draft lease. The bid shall conform to all the provisions of the draft lease.
3. The bid shall list all the proposed specific uses of the property. The uses listed on the highest responsive bid will be included in item 2 of the lease.
4. The bid shall list the name, address, phone, and email of the bidder.



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Department of Public Works

DRAFT Lease of Well 3 Pasture

1. **Property:** The City of Bishop owns property on Sunland Avenue shown on the attached map. The property does not include surface water or other water supply.
2. **Scope:** The city hereby leases to lessee the pasture for the following agricultural purposes:
 - <This section filled in based on bid>
3. **Term:** The term of this lease is from the date the lease is fully executed through 31 December 2013 and can be extended by written mutual agreement.
4. **Rent:** Rent for 2011 shall be \$XXX <rent filled in based on bid>. Rent shall increase by 5% each year after.
5. **Payment:** Rent shall be paid before the property is used by the lessee and on each 1 January and 1 July following. Rent paid on 1 January shall be for the six month period 1 January through 30 June. Rent paid on 1 July shall be for the six month period 1 July through 31 December. The first installment of rent shall be prorated for the portion of the six months before 1 July 2010. Rent shall be paid to:

Department of Public Works
City of Bishop
377 West Line Street
Bishop, California 93514

6. **Damages:** Lessee, hereby assumes all risk of injury or damage to persons or property from every source and lessee shall hold city and each of their directors, officers, employees and agents harmless on account of any such damage or injury, provided, however, that lessee shall not be liable to city for damage or injury to city property caused by earthquake or other so-called Acts of God.
7. **Insurance:** Prior to the beginning of and throughout the duration of lease, the lessee will maintain insurance in accordance with the following.
 - Lessee shall provide General Liability Insurance with limits no less than \$250,000 per occurrence for all covered losses and no less than \$500,000 general aggregate. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.
 - If the lessee is a firm, lessee shall provide Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

- Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits.
 - There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another.
 - Coverage shall be applicable to City for injury to employees of lessee or to others involved in the lease.
 - The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
 - Any insurance proceeds in excess of the required limits and coverage and which is applicable to a given loss will be available to City.
 - The City, including its officers, agents, and employees shall be named as additional insureds under the general and umbrella liability policies.
8. **Indemnity:** As an express and material term of this lease, lessee agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the permitted use. Lessee further agrees to indemnify and hold harmless the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of lessee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity under this lease.
 9. **Duty to Defend:** As an express and material term of this lease, lessee agrees to defend, at its sole expense, the City, its officers, employees and agents from and against any and all claims, demands, causes of action, losses or other liabilities for any damage, whether to person or property, whatsoever arising out of or related to the lease. Lessee's duty to defend shall apply to the City, its officers, employees and agents for any injury to persons or property occasioned by reason of or arising out of the acts or omissions of the City, its officers, employees and/or agents and the acts or omissions of lessee, his/her/its agents, employees, contractors and subcontractors and/or any other person or entity involved in the lease.
 10. **Legal Costs:** In the event of any controversy, claim or dispute arising out of or relating to this lease or the violation of any covenant contained herein, the prevailing party shall be entitled to receive from the losing party reasonable expenses, including attorney's fees and costs.
 11. **Assignment:** This lease shall not be assigned. The pasture shall not be sublet.
 12. **Security:** Lessee shall keep all gates and fences secured.
 13. **Access:** Lessee shall at all times provide access to the city to move equipment to the monitoring well site and other locations on the property.
 14. **Improvements:** Lessee shall install, if needed, and maintain, a perimeter fence around pasture. All such improvements shall become the property of the city at the termination of the lease.
 15. **Debris:** Lessee shall keep pasture free of debris.

16. **Termination:** Lessor may at any time and without cause, terminate this lease by giving lessee 30 days written notice. If this Lease is cancelled pursuant to this provision, lessor shall refund to Lessee rent paid in advance by Lessee, on a monthly prorated basis, which is attributed to that portion of the unexpired Lease period for which such advance rent has been paid.

Agreed to by:

City:

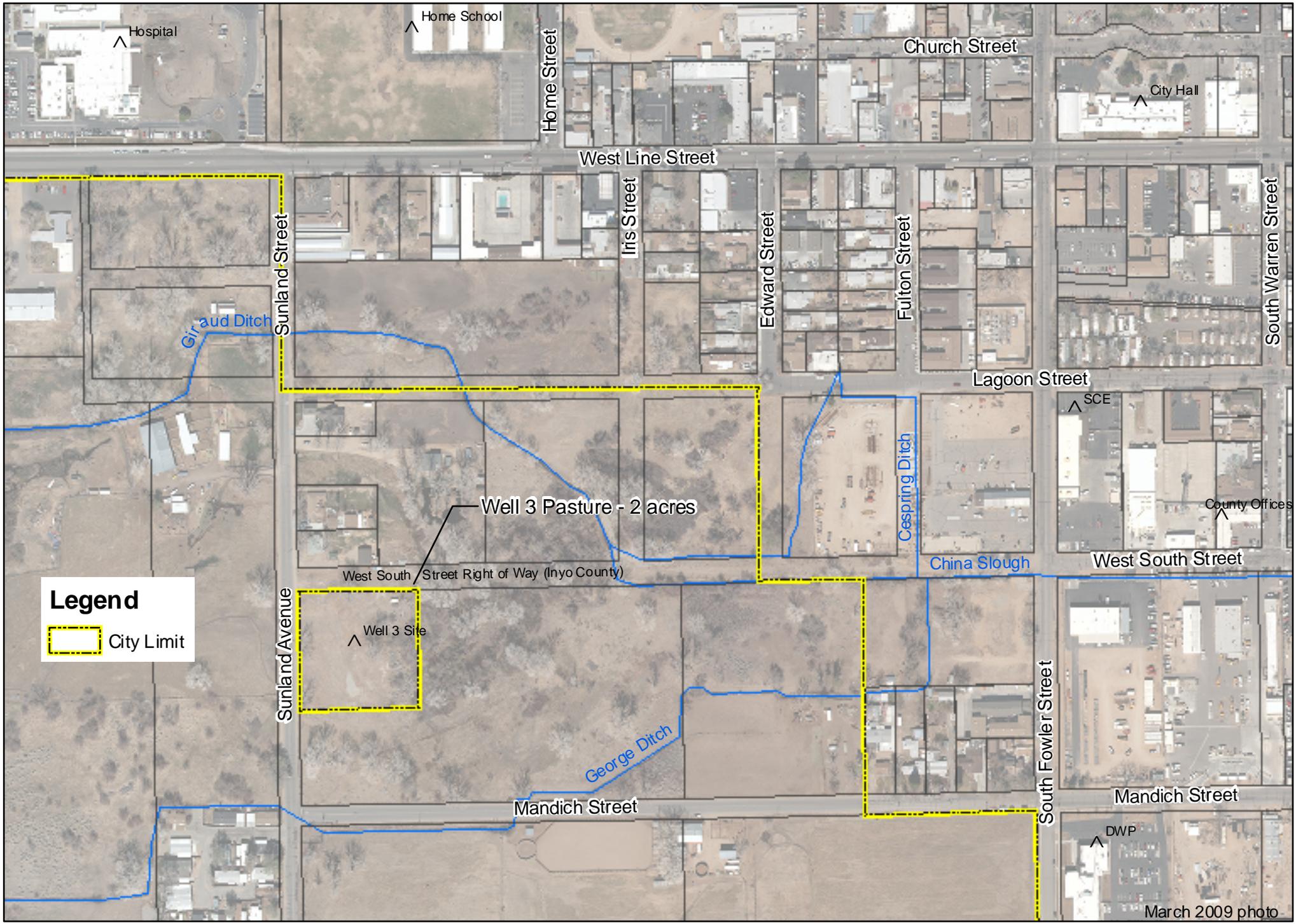
Lessee:

James M. Southworth
City Administrator

Date

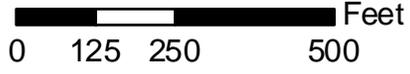
Name:
Title:

Date



Legend

 City Limit



Bishop Well 3 Pasture Map