



1940.13-1
JCF-0095-12
10/01/13 09:53:11
COJ - Procurement Division

September 11, 2013

MEMORANDUM

TO: James R. McCain, Jr.
Corporation Secretary/Assistant General Counsel

To Mayor
10/14/13

THROUGH: C. Ronald Belton, Assistant to the Mayor/Chief Financial Officer

FROM: Thomas G. McKnight
Capital Improvement Construction Manager

[Handwritten initials]

10/21

SUBJECT: Orchard Street Drainage Improvements
Contractor: Pars Construction Services, LLC
Contract No: 9424-15

Forwarded herewith for execution is Change Order No. 1 for subject project.

Original Contract Amount.....	\$24,142.06
Previous Change Order No. 0.....	\$0.00
Change Order No. 1.....	\$9,499.07 <i>w</i>
Total Revised Contract Amount.....	\$24,142.06 33,641.13 <i>w</i>
Account Number	See attached

This office recommends the Change Order be approved by your office, the Office of General Counsel, and Mayor Brown, in accordance with Executive Order No. 13-05.

- Attachments: 1. Change Order
 2. Back-up Information
 3. Legal Request Memorandum

TGM:lw

CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CONSTRUCTION CHANGE ORDER

Change Order No. One (1) May 2, 2013

Description of Project Orchard Street Drainage Improvements

Name of Contractor Pars Construction Services, LLC

Contractor's Address 7643 Gate Parkway Suite 104-82, Jacksonville, FL 32256

Contract No. 9424-15

Account No. PWCP462SD-06505-PW0072-01 Original Contract \$24,142.06

+ Previous Change Orders \$0.00 + Change Order No.1 \$9,499.07

*See attached appendix for additional listings.

	TOTAL REVISED CONTRACT	<u>\$33,641.13</u>
Bid Number <u>JCF-0095-12</u>	Construction Completion Date	<u>December 6, 2012</u>
	Revised Construction Completion Date	<u>January 31, 2013</u>
	Contract Expiration Date	<u>April 5, 2013</u>
	Revised Contract Expiration Date	<u>October 2, 2013</u>

In compliance with General Conditions of above-referenced contract, CONTRACTOR and OWNER do both hereby agree that the CONTRACTOR shall make the following changes, additions or deletions to the Work specified in the plans and specifications: See attached. Add 56 and 180 non-compensable calendar days to construction completion and contract expiration dates, respectively.

Justification: See attached.

By execution of this document, the Contractor acknowledges that all issues related to Contract Time and Compensation are resolved.

The Issuing Authority has looked over cost and pricing data for this change order and has determined that this change order is necessary and all costs are reasonable.

Accepted for Contractor Pars Construction Services, LLC

Signed <u>[Signature]</u>	Attest <u>[Signature]</u>
Title <u>President</u>	Title <u>Contracts Manager</u>

Date <u>8-26-13</u>	Date <u>8-26-13</u>
---------------------	---------------------

Signed <u>[Signature]</u>	By <u>[Signature]</u>	Date <u>8-28-13</u>
Construction Management Issuing Authority	Thomas G. McKnight Capital Improvement Construction Manager	

Signed <u>[Signature]</u>	By <u>[Signature]</u>	Date <u>9/5/13</u>
Right-of-Way and Grounds Maintenance Using Division	Div/Department Head	

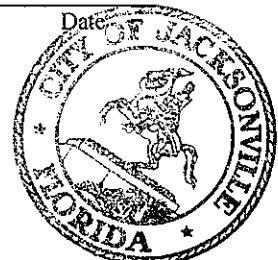
<u>[Signature]</u>	Date <u>9/9/13</u>	<u>[Signature]</u>	Date <u>10-15-13</u>
Chief, Engineering & Construction Mgmt Div		Assistant Counsel	

<u>[Signature]</u>	Date <u>9/10/13</u>	<u>[Signature]</u>	Date <u>10-17-13</u>
Director of Public Works		Mayor	

<u>[Signature]</u>	Date <u>10/10/13</u>	<u>[Signature]</u>	Date <u>10-21-13</u>
Chief of Procurement		Corporation Secretary	

<u>[Signature]</u>	Date <u>10/17/13</u>
Director of Finance	

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04



ADMINISTRATIVE AWARD
BID No.: JCF-0095-12

DESCRIPTION OF GOODS/SERVICES:

RECOMMEND APPROVAL FOR CHANGE ORDER #1 TO PARS CONSTRUCTION SERVICES, LLC. IN THE AMOUNT OF \$7,928.27 FOR THE ORCHARD STREET DRAINAGE IMPROVEMENT PROJECT. THE MAXIMUM INDEBTEDNESS WILL BE \$32,070.33.

FUNDING SOURCE: PWCP462SD-06505-PW0072-01

THIS PROJECT TO BE EXECUTED BY FORMAL CONTRACT THROUGH OFFICE OF GENERAL COUNSEL.

FOR AGENCY/DEPARTMENT:

PUBLIC WORKS/RIGHT OF WAY AND GROUND MAINTENANCE

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: 9 **NUMBER FIRMS BIDDING:** 7

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:

N/A

RECOMMEND AWARD TO: PARS CONSTRUCTION SERVICES, LLC

CONCURRENCE BY: L.W. "TERRY" THERIAULT, P.E., CHIEF

PRICE: \$32,070.33

TERMS: NET 30

REASON FOR NOT ACCEPTING LOW BID: N/A


Buyer/Analyst

5/14/2013
Date


Manager of Purchasing Services

5/14/2013
Date

APPROVAL/DISAPPROVAL:


Gregory Pease, Chief, Procurement Division

5/15/13
Date

NBR	MASTER ITEM DESCRIPTION	QUANTITY	UOM	UNIT COST	NET	
					ADDITION	NET DELETION

RECONCILE FINAL QUANTITIES:

1 PART I

ITEM#	DESCRIPTION	QUANTITY	UOM	UNIT COST	ADDITION	NET DELETION
10	MILL EXISTING ASPHALT	-32.00	SY	\$19.04		(\$609.28)
11	TYPE ASPHALT OVERLAY	-32.00	SY	\$17.90		(\$572.80)
12	CONCRETE PAVEMENT 8"	32.00	SY	\$44.13	\$1,412.16	
14	12" stab. Sub grade	34.00	SY	\$46.20	\$1,570.80	
15	COJ HEADER CURB	25.00	LF	\$32.28	\$807.00	
16	DRIVEWAY CONC. 5"	12.00	SY	\$28.22	\$338.64	
21	SODDING	25.00	SY	\$5.17	\$129.25	

2 PART II

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT COST	ADDITION	NET DELETION
1	MOBILIZATION	1.00	LS	\$630.00	\$630.00	
2	SITE PREPARATION	1.00	LS	\$4,935.90	\$4,935.90	
3	MOT	1.00	LS	\$407.40	\$407.40	
7	HAUL & DISPOSE (CONTINGENCY)	10.00	CY	\$15.00	\$150.00	
8	OVER EXCAVATION (CONTINGENCY)	10.00	CY	\$15.00	\$150.00	
9	A-3 SAND (CONTINGENCY)	10.00	CY	\$15.00	\$150.00	
						\$0.00

JUSTIFICATION: The contractor demobilized from the jbsite, after they had set up their MOT in order to allow the design engineers time to revise the drawings completely in order to modify the pavement swale. The contracotr then remobilized, reinstalled their MOT and completed a considerable amount of additional site preparation. All other elements of the revised work are already items in the contract, which were adjusted with the reconciliation of final quantities as verified by the project engineer.

SUBTOTAL CHANGE ORDER NO. 1	\$10,681.15	(\$1,182.08)
NET TOTAL CHANGE ORDER NO. 1	\$9,499.07	

William Flick

From: Todd Pace
Sent: Wednesday, February 13, 2013 11:48 AM
To: April Campbell
Cc: Ronnie Mitchell; William Flick
Subject: Orchard Street
Attachments: Orchard St. - Final Quantities.pdf

April,

Attached are the final quantities for the Orchard Street project provided by Ronnie.

Todd Pace
Senior Designer



Construction & Engineering Service Consultants, Inc.
9432 Baymeadows Road, Suite 100
Jacksonville, FL 32256
904.652.1186 office
904.652.1191 fax
tpace@candesconsults.com
www.candesconsults.com

JBR	MASTER ITEM DESCRIPTION	QUANTITY	UOM	UNIT COST	NET		TOTALS
					ADDITION	NET DELETION	
RECONCILE QUANTITIES:							
JUSTIFICATION: Reconcile final <u>measured</u> quantities.							
RECONCILE QUANTITIES - PART I							
10	MILL EXISTING ASPHALT (DEPTH VARIES, 2" AVG.)	-32	SY	\$ 19.04			(\$609.28)
11	TYPE S-III APHALT OVERLAY (1" AVERAGE)	-32	SY	\$ 17.90			(\$572.80)
12	CONCRETE PAVEMENT (8")	32	SY	\$ 44.13	\$1,412.16		
15	CITY STANDARD HEADER CURB	25	LF	\$ 32.28	\$807.00		
16	DRIVEWAY, CONCRETÉ (5")	12	SY	\$ 28.22	\$338.64		
21	SODDING (BAHIA)	25	SY	\$ 5.17	\$129.25		
14	12" Stabilized Subgrade	34	SY	46.20	1570.80		
					\$2,687.05		(\$1,182.08)
RECONCILE QUANTITES SUBTOTAL - PART I					4257.85		\$1,504.97
JUSTIFICATION: Reconcile final <u>increased</u> quantities.							
RECONCILE QUANTITIES - PART II							
1	MOBILIZATION	1	LS	\$ 630.00	\$630.00		
2	SITE PREPARATION	1	LS	\$ 4,935.90	\$4,935.90		
3	MAINTENANCE OF TRAFFIC	1	LS	\$ 407.40	\$407.40		
7	HAUL AND DISPOSE UNSUIT. MAT'L (CONTINGENCY)	10	CY	\$ 15.00	\$150.00		
8	OVEREXCAVATION (CONTINGENCY)	10	CY	\$ 15.00	\$150.00		
9	A-3 SAND BACKFILL (CONTINGENCY)	10	CY	\$ 15.00	\$150.00		
RECONCILE QUANTITES SUBTOTAL - PART II					\$6,423.30		\$0.00
RECONCILE QUANTITIES NET TOTAL							\$7,928.27
NET TOTAL CHANGE ORDER NO. 1 - SUMMARY							\$7,928.27

307577

9499.07

PART I JUSTIFICATION

- ITEM # 10 JUSTIFICATION: Demolition Plan revision of 12-10-2012 reduced the amount of Milling required.
- ITEM # 11 JUSTIFICATION: Plan revision of 12-10-2012 increased the amount of concrete pavement which reduced the amount of asphalt overlay required.
- ITEM # 12 JUSTIFICATION: Plan revision of 12-10-2013 increased the amount of concrete pavement
- ITEM # 15 JUSTIFICATION: Plan revision of 12-10-2012 increased a corresponding amount of curb. See also RFI # 4 Response.
- ITEM # 16 JUSTIFICATION: New concrete driveway length extended due to removal of existing cracked concrete per RFI # 2 Response.
- ITEM # 21 JUSTIFICATION: Plan revision of 12-10-2012 increased disturbed areas and additional sodding was required on opposite side of street.

PART II JUSTIFICATION

JUSTIFICATION: See PARS proposal of December 13, 2012, City acceptance and other attached supporting documentation.

ORCHARD STREET DRAINAGE IMPROVEMENTS
PROPOSAL SCHEDULE
BID TABULATION

BID DATE: June 19, 2012
 BID No: JCF-0095-12

UNIT PRICE SCHEDULE					
Bid Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost
GENERAL					
1	MOBILIZATION	LS	1	630.00	630.00
2	SITE PREPARATION	LS	1	682.50	682.50
3	MAINTENANCE OF TRAFFIC	LS	1	407.40	407.40
4	EROSION CONTROL AND POLLUTION ABATEMENT	LS	1	525.00	525.00
5	AS-BUILTS	LS	1	735.00	735.00
SITE PREPARATION TOTAL					2979.90
EARTHWORK					
6	REGULAR EXCAVATION & FILL	LS	1	5040.00	5040.00
7	HAULING AND DISPOSAL OF UNSUITABLE MATERIAL (CONTINGENCY)	CY	10	15.00	150.00
8	OVEREXCAVATION (CONTINGENCY)	CY	10	15.00	150.00
9	A-3 SAND BACKFILL (CONTINGENCY)	CY	10	15.00	150.00
EARTHWORK TOTAL					5490.00
ROADWAY					
10	MILL EXISTING ASPHALT (DEPTH VARIES, 2" AVERAGE)	SY	182	19.04	3084.48
11	TYPE S-III ASPHALT OVERLAY (1" AVERAGE)	SY	182	17.90	2899.80
12	CONCRETE PAVEMENT (8")	SY	32	44.13	1412.16
13	6" LIMEROCK BASE	SY	2	78.75	157.50
14	12" STABILIZED SUBGRADE	SY	34	46.20	1570.80
15	CITY STANDARD HEADER CURB	LF	20	32.28	645.60
16	DRIVEWAY, CONCRETE (5")	SY	59	28.22	1664.98
ROADWAY TOTAL					11935.32
DRAINAGE					
17	M.E.S. (13"X17" CMPA)	EA	4	183.75	735.00
18	13" X 17" CMPA DRAINAGE PIPE	LF	84	17.20	1100.80
19	CONCRETE DITCH PAVING	SY	9	42.69	384.21
20	DITCH REGRADING (0'-2' DEPTH)	LF	108	5.51	595.08
DRAINAGE TOTAL					2815.09
LANDSCAPING					
21	SODDING(BAHIA)	SY	275	5.17	1421.75
LANDSCAPING TOTAL					1421.75

-0-
 (-150.00)
 (-150.00)
 (-150.00)

(-327)
 (-327)
 +32
 (-2)
 +34
 +25
 +11.11

✓
 ✓
 ✓
 ✓

+25

TOTAL
 ITEM NOS. 1-21
52479.96

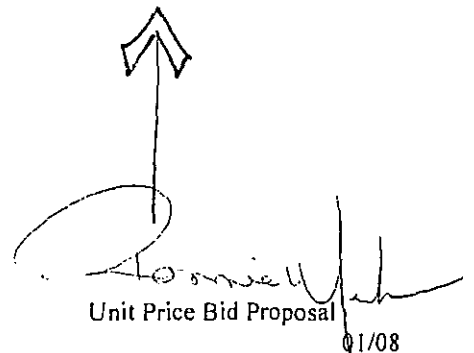
ORCHARD STREET DRAINAGE IMPROVEMENTS
PROPOSAL SCHEDULE
~~—BID TABULATION—~~

BID DATE: June 19, 2012
 BID No: JCF-0095-12

FINAL ADJUSTMENT OF QUANTITIES





UNIT PRICE SCHEDULE				FINAL	
Bid Item No.	Description	Unit	Estimated Quantity	QUANTITY -Unit Cost-	ADJUSTMENT -Total Cost-
GENERAL					
1	MOBILIZATION	LS	1		
2	SITE PREPARATION	LS	1		
3	MAINTENANCE OF TRAFFIC	LS	1		
4	EROSION CONTROL AND POLLUTION ABATEMENT	LS	1		
5	AS-BUILTS	LS	1		
				SITE PREPARATION TOTAL	
EARTHWORK					
6	REGULAR EXCAVATION & FILL	LS	1		
7	HAULING AND DISPOSAL OF UNSUITABLE MATERIAL (CONTINGENCY)	CY	10		
8	OVEREXCAVATION (CONTINGENCY)	CY	10		
9	A-3 SAND BACKFILL (CONTINGENCY)	CY	10		
				EARTHWORK TOTAL	
ROADWAY					
10	MILL EXISTING ASPHALT (DEPTH VARIES, 2" AVERAGE)	SY	162	130	- 32 SY
11	TYPE S-III ASPHALT OVERLAY (1" AVERAGE)	SY	162	130	- 32 SY
12	CONCRETE PAVEMENT (8")	SY	32	64	+ 32 SY
13	6" LIMEROCK BASE	SY	2		
14	12" STABILIZED SUBGRADE	SY	34	68	+ 34 SY
15	CITY STANDARD HEADER CURB	LF	20	45	+ 25 LF
16	DRIVEWAY, CONCRETE (5")	SY	59	71	+ 12 SY
				ROADWAY TOTAL	
DRAINAGE					
17	M.E.S. (13"X17" CMPA)	EA	4		
18	13" X 17" CMPA DRAINAGE PIPE	LF	64		
19	CONCRETE DITCH PAVING	SY	9		
20	DITCH REGRADING (0'-2' DEPTH)	LF	108		
				DRAINAGE TOTAL	
LANDSCAPING					
21	SODDING(BAHIA)	SY	275	300	+ 25 SY
				LANDSCAPING TOTAL	



TOTAL
ITEM NOS. 1-21 \$ _____


 Unit Price Bid Proposal
 Q1/08

RESERVATION CART

If you need to change the rental dates or quantities edit them below and click the "UPDATE" button to change your items





Rental Location: Jacksonville P007 Branch #007 5415 Phillips Hwy Jacksonville, FL 32207-7938 (904) 443-2955	M-F: 7:00 am - 5:00 pm Saturday: Closed Sunday: Closed	Rental Dates: Start Date: 12/14/2012  7:00 AM  <i>Friday</i> Return Date: 12/17/2012  5:00 PM  <i>Monday</i> <input type="checkbox"/> Delivery Requested
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EQUIPMENT	QUANTITY	RENTAL ESTIMATE
 14" GAS CUTOFF SAW Daily: \$85 Weekly: \$260 Four Week: \$585 	1	\$260.00

+ fuel
 + tax
 + insurance = \$100.00 / Lump Sum

Hurricane Equipment Availability!
 Please note that equipment availability in hurricane and tropical storm areas is very limited. Please confirm your request via phone in these areas.

*This estimate is for the base rental charge only. Other fees and charges may apply and will be calculated and displayed at the time of checkout.

PC#: 060
 7102 NORMANDY BLVD
 JACKSONVILLE, FL 32205-6213
 904-781-4156

SUNBELT RENTALS, INC.

 Salesman: 05900 ORANGE PARK HOUSE (0
 Typed By: MSPORDER

Job Site:

 OFFICE
 7643 GATE PARKWAY
 JACKSONVILLE, FL 32256

C#: 904-642-6144 J#: 904-642-6144

QUOTE

 Contract #.. 37850867
 Contract dt. 12/10/12
 Date out.... 12/11/12 8:00 AM
 Est return.. 12/12/12 8:00 AM
 Job Loc..... 7643 GATE PARKWAY, JACKSONVILLE
 Job No..... 1 - OFFICE
 P.O. #.....
 Ordered By.. APRIL, APRIL
 NET DUE UPON RECEIPT

Customer: 543247

 PARS CONSTRUCTION SERVICES LLC
 7643 GATE PARKWAY #104-82
 JACKSONVILLE, FL 32256

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	8' STREET BROOM 3 WHEEL UNIT 0400010	255.00	255.00	780.00	2075.00	255.00
1.00	45-49K HYDRAULIC EXCAVATOR 0540410	780.00	780.00	2175.00	6295.00	780.00
1.00	2-3/4 - 3 YD ARTIC LOADER 0570006	590.00	590.00	1715.00	4395.00	590.00
1.00	PLATE TAMPER REVERSIBLE 700LB 24" WIDE 0640240	140.00	140.00	520.00	900.00	140.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	63.000			63.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	26.380			26.38
1	SBRO400010 FUEL CONVENIENCE CHARGE	EA	52.500			52.50
1	SBRO570006 FUEL CONVENIENCE CHARGE	EA	262.500			262.50
1	SBRO640240 FUEL CONVENIENCE CHARGE	EA	4.750			4.75
	DELIVERY CHARGE					300.00

 Rate your rental experience www.sunbeltrentals.com/survey

 IF THE EQUIPMENT DOES NOT WORK
 PROPERLY, NOTIFY THE OFFICE AT ONCE

 MULTIPLE SHIFTS OR
 OVERTIME RATES MAY APPLY

 CUSTOMER IS RESPONSIBLE FOR
 REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period provided by Customer.
 - Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
 - Customer is responsible for and shall only permit properly trained, authorized individuals, who are not impaired (under the influence of drugs or alcohol), to use the Equipment.
 - If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
 - Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
 - Customer has received, read, understands and agrees to the estimated charges herein and all the terms and conditions of this Contract, including the Release and Indemnification provision in Section 7. and the Environmental Fee in Section 14, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge
 - Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
 - For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the Customer is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and returning the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the Customer acknowledges receipt of these documents.
- Customer is declining Rental Protection Plan _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

PO#: 060
 7102 NORMANDY BLVD
 JACKSONVILLE, FL 32205-6213
 904-781-4156

SUNBELT RENTALS, INC.

 Salesman: 05900 ORANGE PARK HOUSE (0
 Typed By: MSPORDER

Job Site:

 OFFICE
 7643 GATE PARKWAY
 JACKSONVILLE, FL 32256

C#: 904-642-6144 J#: 904-642-6144

QUOTE

 Contract #.. 37850867
 Contract dt. 12/10/12
 Date out.... 12/11/12 8:00 AM
 Est return.. 12/12/12 8:00 AM
 Job Loc..... 7643 GATE PARKWAY, JACKSONVILLE
 Job No..... 1 - OFFICE
 P.O. #.....
 Ordered By.. APRIL, APRIL
 NET DUE UPON RECEIPT

Customer: 543247

 PARS CONSTRUCTION SERVICES LLC
 7643 GATE PARKWAY #104-82
 JACKSONVILLE, FL 32256

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
	PICKUP CHARGE					300.00
Sub-total:						2774.13
Tax:						152.20
Total:						2926.33

.....
 Rate your rental experience www.sunbeltrentals.com/survey

**IF THE EQUIPMENT DOES NOT WORK
 PROPERLY, NOTIFY THE OFFICE AT ONCE**
**MULTIPLE SHIFTS OR
 OVERTIME RATES MAY APPLY**
**CUSTOMER IS RESPONSIBLE FOR
 REFUELING, DAMAGES AND REPAIRS**

1. The total charges are an estimate based on the estimated rental period provided by Customer.
 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
 3. Customer is responsible for and shall only permit properly trained, authorized individuals, who are not impaired (under the influence of drugs or alcohol), to use the Equipment.
 4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
 5. Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
 6. Customer has received, read, understands and agrees to the estimated charges herein and all the terms and conditions of this Contract, including the Release and Indemnification provision in Section 7, and the Environmental Fee in Section 14, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge
 7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
 8. For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the Customer is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and returning the log with the Equipment (see www.arb.ca.gov/portable/portable.htm). By signing this Contract, the Customer acknowledges receipt of these documents.
- Customer is declining Rental Protection Plan _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

ADDITIONAL TERMS AND CONDITIONS

1. **TERMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract. All of the terms herein are incorporated into this and all future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under these contracts. Any reference to Customer's purchase order or other Customer documents shall be void. Customer is identified on the front side hereof and includes its representatives, agents, officers or employees and anyone signing this Contract on its behalf. "Equipment" is the equipment and/or services identified on the front side hereof, together with all attachments, repairs, alterations, attachments and accessories thereto and all future Equipment rental. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period and is identified on the front side hereof. "Store" is the Sunbelt store location identified on the front side hereof. "Sunbelt" is Sunbelt Rentals, Inc. and its affiliated companies, their respective officers, directors, employees and agents. Customer rents the Equipment from Sunbelt pursuant to this Contract. Customer shall pay Sunbelt the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Sunbelt as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.
2. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, locked upon, threatened with seizure, or if any incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.
3. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or warnings on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or any publication (print, audio, video or electronic) that allows the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by unauthorized parties).
4. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use; Sunbelt has the right to enter and inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment in Customer's exclusive remedy for Sunbelt's breach of this Contract. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.
5. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING.** "Incident" is any fire, electrical, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carrier; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Sunbelt or its agents investigate; (c) immediately submit to Sunbelt copies of all police or other third party reports; and (d) as applicable, pay Sunbelt, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's suggested list price on the date of the loss ("MSRP") of the lost or destroyed Equipment ("loss") being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days; or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.
6. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of the party(ies) that do. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.
7. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT WITH COUNSEL AND ATTORNEY'S FEES AGAINST ALL CLAIMS AND LIABILITIES, LOSSES, DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (i) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (ii) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**
8. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks in the Equipment, in an amount at least equal to the MSRP thereof, unless RPP is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owning vehicle endorsement and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes blown damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverage required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt carries any insurance, Sunbelt's insurer will be considered excess insurance. THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.
9. **RENTAL PROTECTION PLAN ("RPP").** If Customer has elected the RPP and the Equipment is lost, stolen, damaged or destroyed, provided the Conditions are satisfied and an Exclusion does not apply, then Customer's repair or replacement responsibility in Sections 4 and 5 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts: (a) 10% of the MSRP for Equipment stolen from a secure location (being defined as under lock and key and only when no one is present); (b) 20% of the MSRP for Equipment stolen from an unsecured location; (c) 50% of the cost of repairs for incidental or accidental damage to Equipment less the greater of \$500 or 10% of the MSRP; (d) 50% of the MSRP of destroyed Equipment less the greater of \$500 or 10% of the MSRP; (e) costs in excess of \$50 for fire puncture repairs, if dispatched by Sunbelt (excludes foam filled tires, demolition tires and tire replacement, the entire cost of repair and/or replacement being Customer's responsibility in such events); and (f) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or, for lost or stolen Equipment, after Sunbelt receives the police report. THE RPP IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO SUNBELT OR OTHERS ARISING OUT OF POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.
- i. **RPP Conditions.** The following "Conditions" must be satisfied for the RPP to apply: (A) Customer accepts the RPP in advance of the rental; (B) Customer pays 15% of the gross rental charges as the fee for the RPP; (C) Customer fully complies with the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.
- ii. **RPP Exclusions.** Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT cover the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to possession and/or operation of Equipment by a person other than Customer or Customer's authorized employee or any driver not authorized by Customer; (B) due to the Equipment's operator as a motorist, not as a manufacturer's instructions or contrary to this Contract, including but not limited to the Equipment exceeding rated capacity, being overloaded, misuse, abuse, negligence, improper servicing or lack of Customer required maintenance; (C) due to the Equipment's collision, overturning, upset, rolling over or striking overhead objects; (D) caused by vandalism, malicious mischief, disappearance, loss, theft or wrongful conversion of Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (E) occurring during the loading, unloading or transportation of the Equipment (other than by Sunbelt); (F) due to flood, wind, storm, earthquake or other external causes; (G) due to nuclear reaction, radiation, radioactive contamination, exposure and/or contamination with or from hazardous materials or any other cause; (H) due to seizure or destruction of Equipment by order of governmental authority; and (I) accessories, which are not being charged the RPP fee. THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE RPP.
- iii. **Recovery of Equipment.** Notwithstanding anything to the contrary in this Contract, if lost or stolen Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered.
- iv. **Subrogation.** Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights.
10. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift" being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (based on cost of fuel at the time of delivery and return of the Equipment)); (vii) fines for use of dual diesel fuel in an off-road application; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include state motor fuel taxes.
11. **PAYMENT.** Customer shall pay amounts due, without any offset, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay, upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice; and Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on the Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.
12. **RETURN OF EQUIPMENT.** "Rental Period" commences when the Equipment is delivered to Customer at the Site Address and continues until the Equipment is returned to the Store during normal business hours provided Customer has otherwise complied with this Contract. Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall terminate and rental charges shall continue to accrue until Sunbelt confirms that the Equipment is returned in the condition required herein. If Sunbelt delivers the Equipment to Customer, Customer shall notify Sunbelt (by e-mail or by mail) of the Site Address and obtain a "pick-up" number from Sunbelt evidencing such call ("Pick Up Number"). If such Pick Up Number is not provided, Sunbelt shall be liable for any loss of or damage to the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges from the date the Pick Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays and Saturday pickups are dependent on specific Store hours. If Customer picks up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.
13. **DEFAULT.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding; or goes into receivership; (d) places the Equipment at risk if Sunbelt, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in enforcing any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT FOR SUCH REPOSSESSION.
14. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with federal and state environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include disposal, correct environmental maintenance of disposal facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designed for any particular use or placed in an escrow account. Rather, it is a fee that Sunbelt collects as revenue and uses at its discretion.
15. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**
16. **JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**
17. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) notify Sunbelt prior to taking such action; (b) execute an amendment to this Contract, which amendment is incorporated herein; and (c) obtain Sunbelt's consent. Although prohibited under this Contract, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to and must comply with U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for: (i) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (ii) obtaining any required documentation necessary for return of the Equipment; and (iii) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.
18. **MISCELLANEOUS.** If this Contract identifies any Equipment that is to be purchased by Customer, Sunbelt sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Equipment. Sunbelt retains title to the Equipment until Customer has paid in full. This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. The parties expressly and irrevocably agree: (a) this Contract, including any related terms and conditions, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles; and (b) if any provision of this Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition, including the remaining provisions hereof. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange.