

COUNCIL AGENDA STATEMENT

Meeting Date: August 9, 2022
To: Honorable Mayor and Council Members
From: Dan Saus, Utility Director
Through: George Garrett, City Manager



Agenda Item: **Resolution 2022-88**, Awarding the contract for the Area 3 Odor Control Piping Upgrade to Reynolds Construction, LLC In An Amount Not To Exceed \$49,818.41; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The city continues to have corrosion and condensation issues in the piping for the odor control unit at the Area 3 wastewater treatment facility. This upgrade removes the piping from being underground and allows it to be constructed with a downward slope to allow the continual accumulation of condensation to drain from the piping instead of flooding the odor control unit and media.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other –Sewer Mandate	_____	_____

FISCAL NOTE:

Approval will appropriate funds in the Wastewater Utility Fund Budget to complete this project.

RECOMMENDATION:

Approve Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2022-88**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AWARDED THE WORK AUTHORIZATION FOR THE AREA 3 ODOR CONTROL PIPING UPGRADE TO REYNOLDS CONSTRUCTION, LLC IN AN AMOUNT NOT TO EXCEED \$49,828.41; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPENDING BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city requires an upgrade to the odor control piping at the Area 3 treatment plant, and

WHEREAS, Reynolds Construction, LLC has a continuing services agreement with the city, and,

WHEREAS, staff recommends this contract for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City to Reynolds Construction, LLC in the amount not to exceed \$49,828.41.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9th DAY OF AUGUST, 2022.

THE CITY OF MARATHON, FLORIDA

Mayor John Bartus

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney



Reynolds Construction

300 East Broad St
Fairburn, GA 30213

CHANGE PROPOSAL
SUMMARY NO:

PROJECT NAME	City of Marathon - Maintenance & Service Agreement	PROJ. NO.:	
LOCATION:	Marathon, FL	DATE:	07/27/22
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:	N/A	SPEC. SECTION:	

REFERENCE PCO NO.: _____ FIELD DIRECTIVE NO.: _____ N/A RFI NO.: _____ N/A OTHER: _____

DESCRIPTION:

Area 3 Odor Control Piping - (Interior and Exterior)

- Area 3 Reroute Odor Control Piping.
- Drawing of the proposed plan is included.
- This proposal includes the labor, materials, and equipment for rerouting the odor control piping.
- This proposal is based off of recommendations from the City of Marathon (Casey)

PRICING INFORMATION

	SKILL/TRADE	MAN-HOURS	RATE	COST
1. DIRECT LABOR	See backup sheet for breakdown	162.3		\$ 11,116.26
1.A PRODUCT LABOR:				
1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT	Safety	0	\$ 58.24	\$ -
	QA/QC	0	\$ 82.39	\$ -
1.C OFFICE ENGINEERING:	Superintendent	0	\$ 123.00	\$ -
	Project Engineer	32	\$ 84.50	\$ 2,704.00
	Project Manager	8	\$ 123.00	\$ 984.00
1.D BURDEN	Labor Burden (included in Rates)			\$ -
				\$ 14,804.26

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2. MATERIALS AND EQUIPMENT					
2.A INCORPORATED IN WORK:	See Detail Break Down	1	LS	\$ 22,284.20	\$ 22,284.20
					\$ -
					\$ -
2.B CONSUMED IN PERFORMANCE:	Small Tools and Expendables (5% of field labor)				\$ 555.81
2.C EQUIPMENT:	See Backup Sheet	1	LS	\$ 635.00	\$ 635.00
	Fuel and Service 20% of Equip Cost	1	LS	\$ 127.00	\$ 127.00
2.D DIRECT COSTS:					\$ 23,602.01
2.E SALES TAX: 7.5%					\$ 1,770.15
					\$ 25,372.16

	NAME	DESCRIPTION OF WORK	COST
3. SUBCONTRACTORS			
3.A DIRECT:	See Detail Sheet		\$ 2,684.00
3.B LOWER TIER:			
			\$ 2,684.00

Contract Time Extension Costs	Days Requested	Daily Rate	COST
Contractor Extension Costs	0	0	\$ -
Subcontractor Extension Costs	0	0	\$ -
Total Time Extension Costs			\$ -

EXTENSION OF CONTRACT TIME:

N/A	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
N/A	Acceleration cost to maintain project schedule are included in this proposal. *

5. FEE STRUCTURE	Rate	COST	Overhead 10%	SUBTOTAL
A. Contractor				
1. Direct Labor:		\$ 14,804.26	20%	\$ 17,765.12
2. Material:		\$ 25,372.16	15%	\$ 29,177.99
3. Equipment:		\$ -	20%	\$ -
4. Subcontractors:		\$ 2,684.00	7.5%	\$ 2,885.30
TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):				\$ 49,828.41

RECORD DOCUMENTS: As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: Jason Brownlee
 Title: Project Engineer
 Contractor: Reynolds Construction, LLC

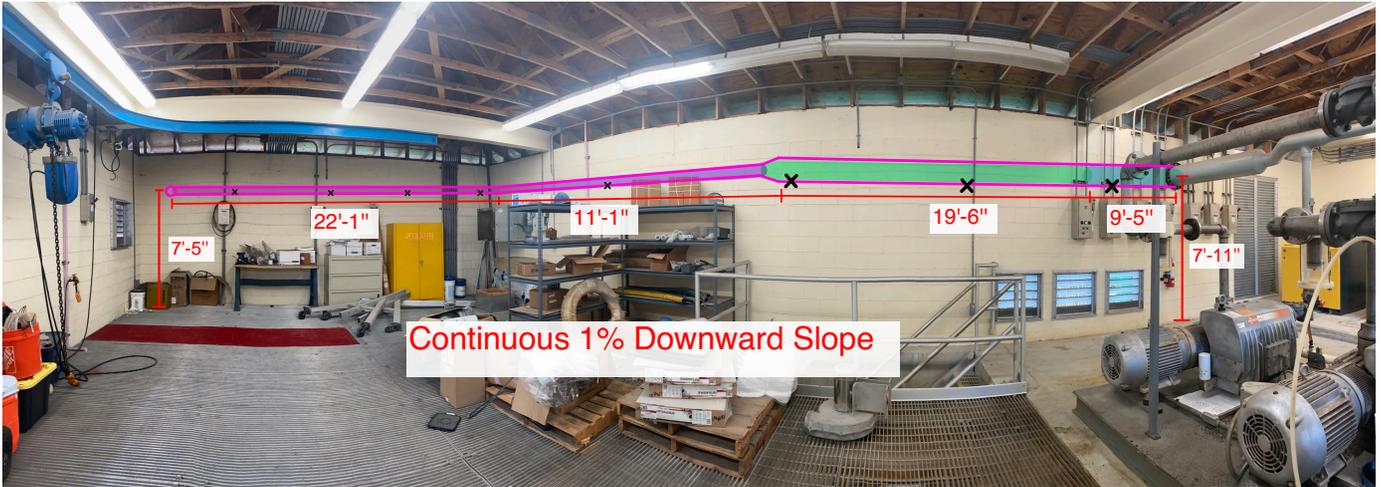
Date: _____

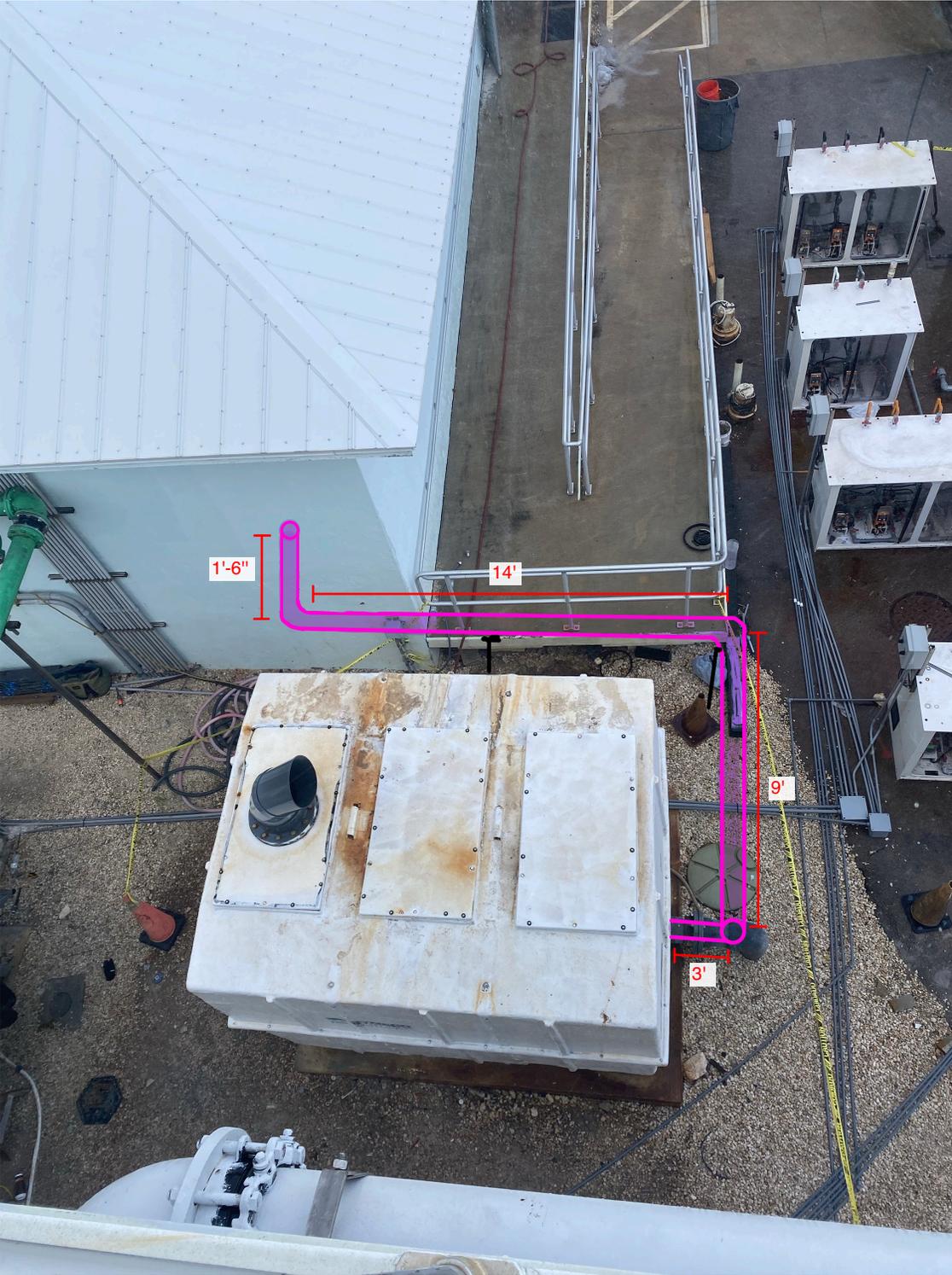
ACCEPTANCE BY OWNER

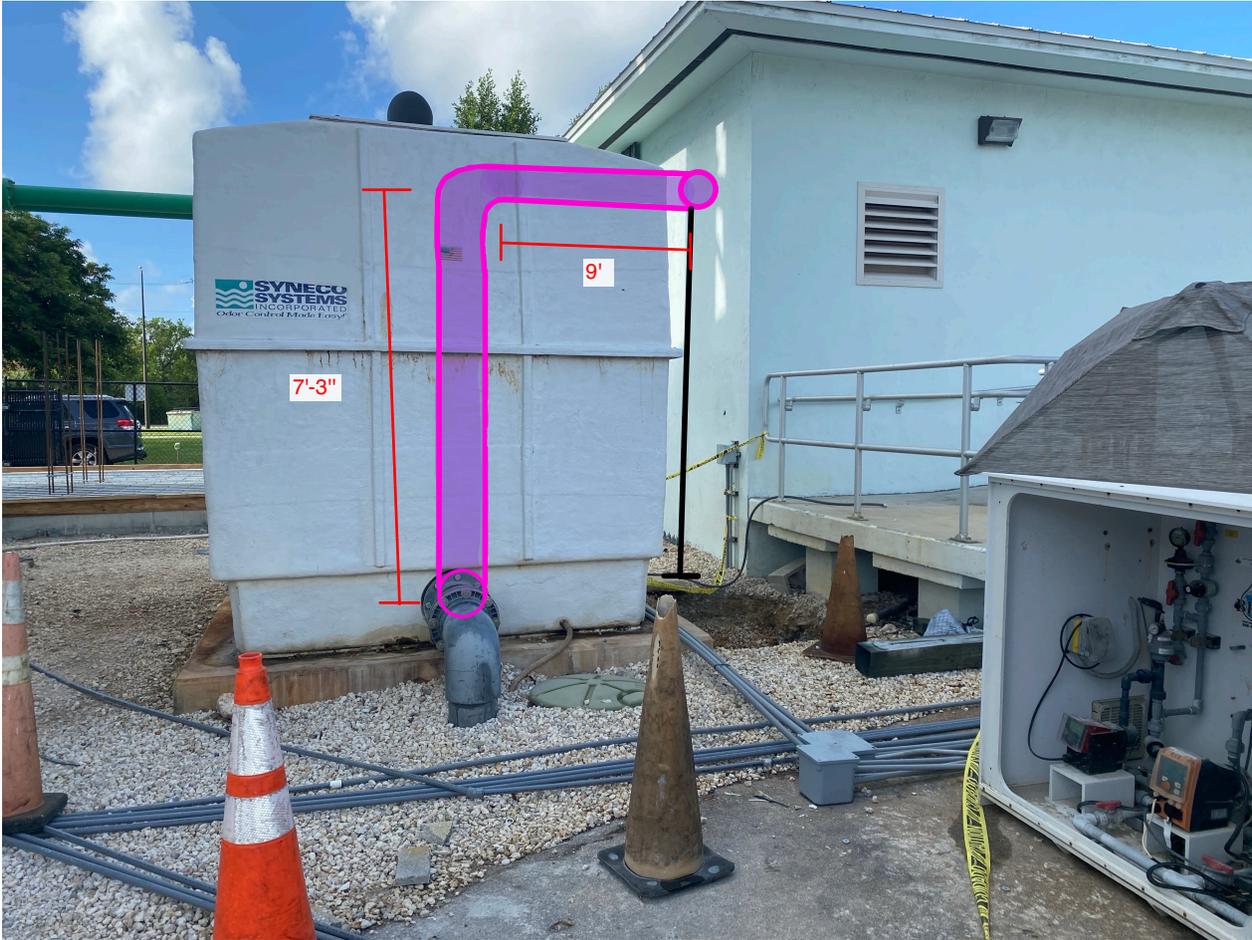
Signature of Owner's Authorized Representative: _____ Date: _____
 _____ Engineer to prepare necessary change order _____ Engineer to Re-negotiate change proposal as noted above _____ Other as above

OWNER:	CONTRACTOR: Reynolds Construction	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:

- - New 8" CPVC
- - New 12" CPVC
- - Existing Black Iron Pipe
- ✕ - Pipe Supports (every 8 ft)







Proposal: 0
Description: Area 3 Odor Control Piping - (Interior and Exterior)
Date: 07/20/22

Description	QTY	UOM	Unit Cost Labor	Total Labor	Unit Cost Material	Total Material	Unit Cost Subcontractor	Total Sub	Equipment Rate	Total Equipment	Totals
Cap Existing Piping											
Foreman	4	MH	84.50	\$ 338.00							\$ 338.00
Laborer	4	MH	57.25	\$ 229.00							\$ 229.00
Move Ductile Iron 90 Inside (assist Tenacious)											
Foreman	4	MH	84.50	\$ 350.68							\$ 350.68
Laborer	4	MH	57.25	\$ 237.59							\$ 237.59
Core Hole (Assist ABC Drilling)											
Foreman	2	MH	84.50	\$ 169.00							\$ 169.00
Install Pipe and Pipe Supports											
Foreman	32	MH	84.50	\$ 2,704.00							\$ 2,704.00
Laborer	32	MH	57.50	\$ 1,840.00							\$ 1,840.00
Laborer	32	MH	57.50	\$ 1,840.00							\$ 1,840.00
Coating of Pipe											
Foreman	16	MH	84.50	\$ 1,352.00							\$ 1,352.00
Laborer	16	MH	57.50	\$ 920.00							\$ 920.00
Clean-up Job Site & Misc. Work											
Foreman	8	MH	84.50	\$ 676.00							\$ 676.00
Laborer	8	MH	57.50	\$ 460.00							\$ 460.00
Equipment											
Duct Lift	1	EA							\$ 635.00	\$ 635.00	\$ 635.00
Material											
8" SCH 80 CPVC Pipe	80	FT			\$ 75.81	\$ 6,064.80					\$ 6,064.80
8" SCH 80 CPVC 90 Deg	6	EA			\$ 262.82	\$ 1,576.92					\$ 1,576.92
8" SCH 80 CPVC Vanstone Flange	1	EA			\$ 237.72	\$ 237.72					\$ 237.72
8" 316 SS Bolt Kit	2	EA			\$ 68.47	\$ 136.94					\$ 136.94
8" EPDM Gasket	1	EA			\$ 8.93	\$ 8.93					\$ 8.93
12" SCH 80 CPVC Pipe	20	FT			\$ 189.00	\$ 2,600.00					\$ 2,600.00
12"x8" Reducer	1	EA			\$ 942.78	\$ 942.78					\$ 942.78
12" SCH 80 CPVC Vanstone Flange	1	EA			\$ 1,816.48	\$ 1,816.48					\$ 1,816.48
12" 316 SS Bolt Kit	1	EA			\$ 121.54	\$ 121.54					\$ 121.54
12" High Temp Gasket	1	EA			\$ 107.93	\$ 107.93					\$ 107.93
- Shipping	1	LS			\$ 300.00	\$ 300.00					\$ 300.00
Pipe Stands	2	EA			\$ 685.00	\$ 1,370.00					\$ 1,370.00
Pipe Brackets	8	EA			\$ 735.00	\$ 5,880.00					\$ 5,880.00
Grout (Cap Pipe and Pipe Stands)	6	EA			\$ 8.00	\$ 48.00					\$ 48.00
Tnemec N69	4	EA			\$ 84.08	\$ 336.32					\$ 336.32
Tnemec1095-DT	4	EA			\$ 150.21	\$ 600.84					\$ 600.84
Freight	1	LS			\$ 135.00	\$ 135.00					\$ 135.00
Subcontractors											
Welding - Tenacious Fabricating	1	LS					\$ 1,200.00	\$ 1,200.00			\$ 1,200.00
Core Drilling - ABC Drilling	1	LS					\$ 1,484.00	\$ 1,484.00			\$ 1,484.00
TOTALS		MH	162.3	\$ 11,116.26		\$ 22,284.20		\$ 2,684.00		\$ 635.00	\$ 36,719.46



Bid Proposal for Area 3 Odor Control

CUSTOMER	REYNOLDS CONSTRUCTION, LLC SOUTH FL JOBS VENDOR # 7255 PEMPROKE PINES, FL 33332	Job Area 3 Odor Control Bid Date: 07/29/2022 Bid #: 2450670
CONTACT	Sales Representative Marco Lemus (M) 813-459-9171 (T) 813-621-1971 (F) 813-621-3280 Marco.Lemus@coreandmain.com	Core & Main 6525 US Hwy 301 N Tampa, FL 33610 (T) 813-623-3343
NOTES		



Bid Proposal for Area 3 Odor Control

REYNOLDS CONSTRUCTION, LLC

Bid Date: 07/29/2022

Core & Main 2450670

Core & Main

6525 US Hwy 301 N

Tampa, FL 33610

Phone: 813-623-3343

Fax: 813-664-0442

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10		CPVC			
20	80	8 SCH80 CPVC PIPE SWB 20'	FT	75.81	6,064.80
30	20	12 SCH80 CPVC PIPE PE 20'	EA	189.00	3,780.00
40	6	8 CPVC S80 90 HXH 806-080C	EA	262.82	1,576.92
50	4	8 CPVC S80 CPLG HXH 829-080C	EA	169.45	677.80
60	1	12 CPVC S80 CPG HXH 829-120C	EA	563.33	563.33
70	1	8" CPVC SCH80 VANSTONE FLG S854-080C	EA	237.72	237.72
80	1	12" CPVC SCH80 VANSTONE FLG S854-120C	EA	1,816.48	1,816.48
90	1	12X8 CPVC S80 RED CPLG H X H 829-668C	EA	942.78	942.78
100		BOLT KITS & GASKETS			
110	2	8 316SS HEX BOLT & NUT KIT	EA	68.47	136.94
120	1	12 316SS HEX BOLT & NUT KIT	EA	121.54	121.54
130	1	8X1/8 FLG FF EPDM GASKET	EA	8.93	8.93
140	1	12X1/8 FLG FF VITON GASKET	EA	107.93	107.93



Bid Proposal for Area 3 Odor Control

Bid #: 2450670

Seq#	Qty	Description	Units	Price	Ext Price
160	1	FREIGHT	EA	300.00	300.00
				Sub Total	16,335.17
				Tax	0.00
				Total	16,335.17

Branch Terms:

MATERIALS MUST BE PLACED ON ORDER/RELEASED BY XX.XX.XX & SHIPPED BY XX.XX.XX. PIPE SUBJECT TO MANUFACTURERS AVAILABILITY. CORE & MAIN IS NOT RESPONSIBLE FOR DELAYS OR PRICE INCREASES DUE TO PRICE AND SUPPLY VOLATILITY. SPECIAL ORDER ITEMS MAY BE NON-RETURNABLE OR SUBJECT TO RESTOCKING CHARGES. ITEMS RETURNED MUST BE IN RESALABLE CONDITION TO RECEIVE CREDIT. THIS TAKEOFF REPRESENTS OUR INTERPRETATION OF PLANS/SPECS AND IS OFFERED AS AN AID TO BIDDING ONLY. CORE & MAIN STANDARD TERMS & CONDITION APPLY TO ALL ORDERS.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

FLORIDA PROTECTIVE COATINGS SERVICES, INC.

Independent Representative of Tnemec Company, Inc.

13701 Southwest 24th Street

Davie, FL 33325

TEL: 407-322-1243

www.tnemec.com/fpcs

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QUOTE

FT LAUDERDALE..... 954-523-4848
 MIAMI 305-947-0881
 PALM BEACH 561-7376765
 FT PIERCE 772-465-4539

www.abconcretecutting.com

2251 HAMMONDVILLE RD, POMPANO BEACH, FL 33069

REYNOLDS CONSTRUCTION
 2200 PARK CENTRAL BLVD N
 SUITE 700
 Pompano Beach, FL 33064
 Phone: 754-301-4964 Fax:
PROJECT: MARATHON AREA 3
 4095 Overseas Hwy
 Marathon, FL 33050

QUOTED DATE: 07/15/2022 **NO:** 085745
SALES REP: Joe Bland
ATTENTION: AMANDA
MOBILE: 850-408-3393
OFFICE:
EMAIL: amanda.haire@reynoldsco

QTY	DESCRIPTION	UNIT	PRICE
1.00	ELECTRIC CORE DRILLING CORE DRILL, SCAFFOLD ABC TO DRILL, VAC SLURRY AND PROVIDE SCAFFOLD (1) 8" DIAMETER HOLE 8" DEEP 8' OFF FINISHED FLOOR CUSTOMER TO PROVIDE: -LAYOUT -FINAL CLEAN UP MOBILIZATION INCLUDED	1,400.00	1,400.00
1.00	Fuel Surcharge	84.00	84.00
TOTAL PRICE:			\$ 1,484.00

ADD 20% FOR EVENINGS AND SATURDAYS
 ADD 30% FOR HOLIDAYS AND SUNDAYS
 STANDBY TIME WILL BE CHARGED AT \$ 145.00 PER HOUR PER OPERATOR
 SHOW UP WILL BE CHARGED AT \$ 250.00

ABC CONCRETE CUTTING PROPOSES TO SUPPLY EQUIPMENT, PERSONNEL AND INSURANCE TO COMPLETE THE SCOPE OF WORK ABOVE.

SHOW UP CHARGE OF \$ 250.00 WILL BE BILLED IF ABC ARRIVES ON SITE AND JOB IS CANCELLED OR POSTPONED.
 STANDBY TIME WILL BE CHARGED AT \$ 145.00 PER OPERATOR PER HOUR

THIS QUOTE IS PRICED FOR THE QUANTITIES INCLUDED ABOVE AND IS TO BE CONTINUOUS WORK, IF JOB IS NOT CONTINUOUS OR QUANTITIES ARE LESS A MINIMUM CHARGE WILL BE EFFECT AND PRICING FOR LESSER QUANTITIES WILL BE INCREASED.

DUE TO THE COST OF FUEL, ABC HAS INCREASED THE FUEL SURCHARGE TO 6%. THIS IS FOR ALL INVOICING AND QUOTES.

ABC CONCRETE RECOMMENDS THAT THE CUSTOMER HAVE THE CUTTING SURFACE SCANNED TO LOCATE ANY UTILITIES OR POST TENSION CABLES THAT MIGHT BE LOCATED IN THE CUTTING SURFACE. IT IS EXPRESSLY DO TO THE INCREASED COST OF FUEL, ABC INCREASED THEIR FUEL SURCHARGE TO 6%. THIS APPLIES TO ALL QUOTES AND INVOICING.

UNDERSTOOD THAT ABC CONCRETE CUTTING INC. ASSUMES NO RESPONSIBILITY FOR LAYOUT, BURIED UTILITIES, BARRICADING & SAFEGUARDING OPENINGS. ABC CONCRETE WILL NOT BE RESPONSIBLE FOR DAMAGE CAUSED BY CUTTING THE ABOVE MENTIONED AREA. THE ABOVE WORK HAS BEEN SATISFACTORILY COMPLETED AND THE JOB SITE INSPECTED AND FOUND TO BE IN A CLEAN AND SAFE CONDITION.

YOU AGREE TO PAY FOR WORK PERFORMED AND FURTHER AGREE TO PAY ALL COSTS (I.E. COLLECTION, ATTORNEY, COURT COSTS, AND ALL OTHER COSTS ACCRUED) REQUIRED TO COLLECT PAYMENT FOR FOR SERVICES RENDERED. ABC CONCRETE CUTTING, INC RESERVES ALL RIGHTS TO COLLECT THIS DEBT.
 A CONVENIENCE FEE OF 3% IS ADDED ON ALL CREDIT CARD TRANSACTIONS TOTALING OVER \$3000.00 IN INVOICES PER PROJECT.

ANY WORK SHIFTS OCCURRING OUTSIDE OF NORMAL BUSINESS HOURS (MONDAY THRU FRIDAY, 6AM TO 5PM, EXCEPT HOLIDAYS) ARE SUBJECT TO UPCHARGE. WEEK NIGHTS (5PM TO 6AM) AND SATURDAYS ARE SUBJECT TO 20% INCREASE AND THERE WILL BE A 30% INCREASE FOR SUNDAY WORK (12AM TO 11:59PM).



CONCRETE CUTTING INC.

QUOTE

FT LAUDERDALE..... 954-523-4848
 MIAMI 305-947-0881
 PALM BEACH 561-7376765
 FT PIERCE 772-465-4539

2251 HAMMONDVILLE RD, POMPANO BEACH, FL 33069

www.abconcretecutting.com

1. An additional fuel surcharge (6%) will be applied to all invoicing related to this quote.
2. Apparatus for confined space requirements is not included unless otherwise noted above. Waiting for equipment will be billed at standby rate.
3. Mobilization is a one time charge on each continuous job. An additional mobilization charge will be added for each interruption or postponement during which we are not authorized to remain on standby.
4. All charges will be for actual quantities as measured, including for standby and cleanup as noted on work order. Standby and cleanup will be charged at \$145 per hour unless indicated differently in quote above.
5. Holes and cuts to be drilled or lines to be sawn must be laid out by owner or contractor. All holes and cuts will be charged for whether usable or not.
6. Cutting will be charged from beginning of cut to end, including overcut equal to depth of cut.
7. Damage to utilities or other objects within the concrete is beyond our control and we cannot assume responsibility for damage to same. Utility location is the responsibility of the customer. Damage to property of others by way of water traveling through existing cracks or openings in the concrete is beyond our control.
8. Reasonable and safe access to and from work areas guaranteed by owner or contractor.
9. Owner/Customer to contact Sunshine 811 for all exterior work that requires cutting into the ground (48 hours prior to our start of our work).
10. Scaffolding, man lifts, or work platforms, if necessary, to be provided by owner or contractor.
11. ABC has an extensive Silica Exposure Program which requires the owner or customer to protect other people or trades on site from exposures above the permissible limits.
12. Terms of payment: Due upon receipt of invoice when completing the ABC credit application process. Otherwise terms are COD by credit card.
13. COD by Credit Card: You permit ABC to charge your card for a minimum payment prior to job start and to charge for the balance once complete.
14. Except for price quotations this agreement constitutes the entire agreement of the parties and cannot be altered without prior written consent of that of the owner or contractors.
15. While sawing or drilling, we will protect structural floor openings. After we leave, holes in structural slabs are the responsibility of the contractor or owner.

(SIGNATURE)

(PRINT NAME)

(DATE)

PRICE IS SUBJECT TO CHANGE IF: NOT ACCEPTED WITHIN 30 DAYS, OR CONDITIONS ON JOB VARY FROM THIS QUOTATION.



PC#: 0352
5565 2ND AVE
STOCK ISLAND, FL 33040 5945
305-296-2617

SUNBELT RENTALS, INC.

Salesman: 035201 BICKEL, BRIAN (352)
Typed By: MSPORDER

Job Site:

BOCA CHICA HANGER
100 MIDWAY AVE
A5-901 HANGER
KEY WEST, FL 33040
C#: 877-770-0127 J#: 662-414-8042

QUOTE



Customer: 674327

REYNOLDS CONSTRUCTION, LLC
6225 N COUNTY ROAD 75 E
ORLEANS, IN 47452

Contract #.. 128258622
Contract dt. 7/15/22
Date out.... 7/18/22 8:00 AM
Est return.. 7/25/22 8:00 AM
Job Loc..... 100 MIDWAY AVE, KEY WEST
Job No..... A5-901
P.O. #.....
Ordered By.. HAIRE, AMANDA
NET 60

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with 7 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Row 1: 1.00 DUCT JACK/MATERIAL 10'-15' 0440089, 95.00, 95.00, 335.00, 740.00, 335.00. Summary: Sub-total: 335.00, Tax: 25.13, Total: 360.13

All amounts are in USD

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 and other information 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 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. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, 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. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature Date Name Printed Delivered By Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS.** "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment replacements. "Incident" is any fire, explosion, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with four meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is a data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which 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. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) 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, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety regulations; (d) 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); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (g) 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); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) utilize the use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tire/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, 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 needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents 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 is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) **CUSTOMER LIABILITY, DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers; (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 copies of all police or other third party reports to Sunbelt; 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 either (i) the FMV or (ii) the full charges of recovery and 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.

7) **NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOSS PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.**

8) **RELEASE AND INDEMNIFICATION TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) 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 ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. 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.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, 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 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, 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 and its agents 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 boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance 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.

10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) 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 Lost Equipment is being replaced; provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) access to or use of Equipment or where Customer is not insured by the RPP. **THE LIABILITY OF CUSTOMER UNDER THIS CONTRACT IS NOT LIMITED BY THE RPP. RPP IS NOT RELEASED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost 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. 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, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift unless otherwise noted. Weekly and a week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for: (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmental/fees) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any 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. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES AUTOMATICALLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked 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 earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items 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 item. Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt deems itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk; (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, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** 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.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable 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 services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) Pay on Return Option - if Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (c) Return Full Option - if Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, 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.**

20) **JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21) **ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.**

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** 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) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment; and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacy.

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (j) other events beyond the control of Sunbelt.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such terms. 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. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section 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 agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater; and (b) the person has the authority to execute, sign, and perform this Contract, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.