



Amendment No. 2
to
Contract No. GC170000002
TXMAS #18-51V09
for
RENTAL OF TRENCH SAFETY SHORING EQUIPMENT
between
UNITED RENTALS, INC.
and the
City of Austin

1.0 The City hereby extends the expiration date to coincide with TXMAS #18-51V09
Zero options remain.

2.0 The total Contract authorization is recapped below.

Term	Action Amount	Total Contract Amount
Basic Term: 11/16/2016 -- 07/31/2019	\$90,000.00	\$90,000.00
Amendment No. 1 Option 1 08/01/2019 -- 10/20/2019	\$30,000.00	\$120,000.00
Amendment No. 2 Extend Date 10/20/2019 -- 10/20/2020	\$0.00	\$120,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name: Jesus Sanchez
Authorized Representative

Signature:

Cindy Reyes
Cindy Reyes, Contract Management Specialist III
City of Austin
Purchasing Office

United Rentals, Inc.
13119 Dessau Road
Austin, TX 78754
512-479-5058



Amendment No. 1
to
Contract No. GC170000002
TXMAS #18-51V09
for
RENTAL OF TRENCH SAFETY SHORING EQUIPMENT
between
UNITED RENTALS, INC.
and the
City of Austin

1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective August 1, 2019 to October 20, 2019. Zero options remain.

2.0 The City hereby replaces TXMAS Contract #7-51V080 with TXMAS Contract #18-51V09.

3.0 The total Contract amount is increased by \$30,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/16/2016 – 07/31/2019	\$90,000.00	\$90,000.00
Amendment No. 1: Option 1 08/01/2019 – 10/20/2019	\$30,000.00	\$120,000.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name:
Authorized Representative

United Rentals, Inc.
13119 Dessau Road
Austin, TX 78754
512-479-5058

Signature:

Cindy Reyes, Contract Management Specialist III
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
UNITED RENTALS, INC. (“Contractor”)
for
RENTAL OF TRENCH SAFETY SHORING EQUIPMENT
MA GC170000002**

This Contract is between United Rentals, Inc. having offices at 13119 Dessau Road, Austin, Texas, 78754 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on October 10, 2016. Solicitation requirements are met by using Contractor’s TxMAS Contract No. TXMAS-7-51V080.

1.1 This Contract is composed of the following documents:

- 1.1.1 Texas Multiple Award Schedule, TXMAS-7-51V080
- 1.1.2 This Document
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, United Rentals, Inc. Offer, dated October 19, 2016, including subsequent clarifications
- 1.1.5 Exhibit C, Non-Discrimination Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 Texas Multiple Award Schedule, TXMAS-7-51V080 as referenced in Section 1.1.1
- 1.2.2 This Document
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor’s Offer as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect for an initial term of thirty-two (32) months and may be extended thereafter for up to one 12-month extension option, subject to the extension of the cooperative contract (as referenced in Section 1.1.1 above), approval of the Contractor and the City Purchasing Officer or his designee. The City reserves the right to transfer this Contract by amendment to future TXMAS contracts that supersede TXMAS Contract Number 7-51V080, if the terms and conditions are favorable to the City.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$90,000 for the initial Contract term and \$30,000 for each extension option for a total amount Not-to-Exceed \$120,000.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

UNITED RENTALS, INC.

CITY OF AUSTIN

Jesus Sanchez

Printed Name of Authorized Person

JOHN HILBUN

Printed Name of Authorized Person

Jesus Sanchez
Signature

[Signature]
Signature

Branch Manager

Title:

CONTRACT ADMIN - CORPORATE

Title:

11/15/16

Date:

11/16/16

Date:

Exhibit A - Supplemental Terms

Exhibit B - United Rentals, Inc. Offer dated October 19, 2016

Exhibit C - Non-Discrimination Certification

**CITY OF AUSTIN
PURCHASING OFFICE
EXHIBIT A
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- ii. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- v. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- vi. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vii. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- viii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- ix. If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- x. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- xi. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court

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decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

- xii. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xiii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xiv. The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

i. **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- b. Contractor/Subcontracted Work.
- c. Products/Completed Operations Liability for the duration of the warranty period.
- d. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- e. Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- f. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

ii. **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

- a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
- b. Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
- c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iii. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury

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by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- a. The Contractor's policy shall apply to the State of Texas.
 - b. Waiver of Subrogation, Form WC420304, or equivalent coverage.
 - c. Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
2. **PLACEMENT OF ORDERS:** The City of Austin will submit all material orders to the contractor in writing via fax or email with a purchase order number. The Contract Manager may call to verify that order was received and that the material can be provided as requested. Thereafter the Contractor shall be responsible for notifying the Contract Manager immediately with delays or unavailability of material.
3. **DELIVERY REQUIREMENTS:** Delivery shall be made to locations specified at time of order, within the Austin city limits.
 - A. Delivery is to be made within two (2) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
 - B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
 - C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays
 - E. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.
4. **PICK-UP ORDERS:**
 - A. The vendor shall have material available within one (1) working day for pick-up orders.
 - B. The vendor shall make the material available for delivery/pickup during the following normal working hours and days: 7:30 am to 4:30 pm, Monday through Friday.
 - C. Pickup of materials will be made only if vendor is within 20 miles of the City of Austin limits.
 - D. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.
5. **INVOICES:**
 - A. **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the

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Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection Department
Attn:	Accounts Payable
Address	505 Barton Springs Rd., #1200
City, State Zip Code	Austin, TX 78704

- B. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- C. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- D. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

6. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.

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- D. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- E. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.
7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Josie Archer

Watershed Protection Department

505 Barton Springs Rd, 12th Floor

Phone: 512-974-9735 josephine.archer@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

	Cat-Class	Description	Daily	Weekly	Monthly
Aluminum Hydraulic Shoring equipment without fin form attached					
1	942-1240	KIT:5' SHORE 17-27" CYL	\$13.94	\$41.70	\$130.50
2	942-1340	KIT:7' SHORE 17-27" CYL	\$12.42	\$37.91	\$121.50
3	942-1250	KIT:5' SHORE 22-36" CYL	\$13.52	\$43.38	\$135.75
4	942-1330	KIT:7' SHORE 22-36" CYL	\$13.94	\$42.47	\$134.25
5	942-1310	KIT:5' SHORE 28-46" CYL	\$14.97	\$44.86	\$142.50
6	942-1320	KIT:7' SHORE 28-46" CYL	\$14.97	\$46.33	\$145.50
7	942-1270	KIT:5' SHORE 34-55" CYL	\$16.35	\$49.21	\$153.75
8	942-1360	KIT:7' SHORE 34-55" CYL	\$28.57	\$71.60	\$189.00
9	942-1300	KIT:5' SHORE 52-88" CYL	\$20.49	\$61.07	\$192.75
10	942-1390	KIT:7' SHORE 52-88" CYL	\$23.46	\$59.74	\$192.00
11	940-6950	SHORING PUMP HAND	\$12.49	\$35.03	\$99.75
12	940-6850	RELEASE TOOL 48"	\$8.35	\$12.71	\$37.73
Aluminum Hydraulic Shoring equipment with fin form attached					
13	942-1245	KIT:5' PLYWOOD SHORE 17-27" CYL	\$18.63	\$56.86	\$163.50
14	942-1345	KIT:7' PLYWOOD SHORE 17-27" CYL	\$21.94	\$55.81	\$147.75
15	942-1255	KIT:5' PLYWOOD SHORE 22-36" CYL	\$20.01	\$60.44	\$230.25
16	942-1335	KIT:7' PLYWOOD SHORE 22-36" CYL	\$27.12	\$65.50	\$177.75
17	942-1315	KIT:5' PLYWOOD SHORE 28-46" CYL	\$26.98	\$80.73	\$231.75
18	942-1325	KIT:7' PLYWOOD SHORE 28-46" CYL	\$32.22	\$78.62	\$206.25
19	942-1275	KIT:5' PLYWOOD SHORE 34-55" CYL	\$27.67	\$84.24	\$234.75
20	942-1365	KIT:7' PLYWOOD SHORE 34-55" CYL	\$35.95	\$103.90	\$295.50
21	942-1305	KIT:5' PLYWOOD SHORE 52-88" CYL	\$28.29	\$87.05	\$246.00
22	942-1395	KIT:7' PLYWOOD SHORE 52-88" CYL	\$51.20	\$128.47	\$339.00
23	940-6960	FIN BOARD 4' X 8'	\$0.00	\$0.00	\$0.00
24	940-6950	SHORING PUMP HAND	\$12.49	\$35.03	\$99.75
25	940-6850	RELEASE TOOL 48"	\$8.35	\$12.71	\$37.73
Modular Aluminum Trench Shields with spreaders ranging 2'- 96"					
26	942-9084	TRENCH BOX ALUMINUM 8' X 8'	\$85.56	\$230.26	\$717.00
27	942-9092	TRENCH BOX ALUMINUM 8' X 10'	\$85.56	\$230.26	\$717.00
28	942-9111	TRENCH BOX ALUMINUM 8' X 12'	\$115.23	\$353.81	\$1,124.25
29	942-8348	ADJUSTABLE SPREADER 26"-36"	\$6.90	\$14.74	\$37.50
30	942-8352	ADJUSTABLE SPREADER 32"-48"	\$6.97	\$7.09	\$24.30
31	942-8356	ADJUSTABLE SPREADER 40"-60"	\$6.97	\$7.86	\$30.30
32	940-9725	ADJUSTABLE SPREADER 60"-96"	\$6.97	\$14.18	\$40.95
33	942-8330	SPEED STRUT MOD 40 (26"-40")	\$6.97	\$18.46	\$50.03
34	942-8334	SPEED STRUT MOD 50 (32"-50")	\$6.90	\$18.25	\$49.50
35	942-8336	SPEED STRUT MOD 59 (38"-59")	\$6.97	\$18.46	\$50.03
36	942-8340	SPEED STRUT MOD 68 (44"-68") HYDRAULIC	\$56.51	\$287.82	\$921.00
37	942-8344	SPEED STRUT MOD 92 (56"-92")	\$6.97	\$22.74	\$68.18
Modular Aluminum Trench Shields Panels, Corner Posts up to 16' long with adjustable legs					
38	940-8005	MODULAR SHIELD PANEL 24" X 4'	\$8.28	\$18.25	\$49.50
39	940-9818	MODULAR SHIELD PANEL 24" X 8'	\$22.77	\$61.14	\$161.25
40	940-9820	MODULAR SHIELD PANEL 24" X 10'	\$24.15	\$63.18	\$166.50
41	942-8270	END MEMBER 4'	\$4.51	\$9.20	\$37.65
42	942-8272	END MEMBER 6'	\$8.42	\$17.20	\$45.00
43	942-8276	END MEMBER 8'	\$10.01	\$18.81	\$68.03

44	942-8277	END MEMBER 10'	\$12.63	\$38.40	\$120.75
45	940-9579	2' LEGS FOR MANGUARD (4/SET)	\$17.80	\$52.79	\$168.75
Round Manhole Shoring					
46	941-8740	MANHOLE SHIELD ROUND 8' X 6'	\$74.52	\$188.14	\$502.50
47	941-8880	MANHOLE SHIELD ROUND 4' X 8'	\$66.24	\$168.48	\$451.50
48	941-8885	ROUND MANHOLE SHIELD 8' D X 8'	\$62.10	\$181.12	\$427.50
49	941-8922	MANHOLE SHIELD ROUND 4' X 10'	\$83.49	\$212.00	\$564.75
50	941-8925	MANHOLE SHIELD ROUND 8' X 10'	\$140.76	\$358.72	\$957.75
51	940-9579	2' LEGS FOR MANGUARD (4/SET)	\$17.80	\$52.79	\$168.75
Steel Trench Boxes with Spreaders ranging from 2' to 12' in width					
52	941-9215	TRENCH BOX 4' X 12'	\$69.00	\$174.80	\$471.75
53	941-9220	TRENCH BOX 4' X 16'	\$89.01	\$226.04	\$608.25
54	941-9225	TRENCH BOX 4' X 20'	\$111.09	\$280.80	\$743.25
55	941-9113	TRENCH BOX 8' X 12' WITH 4" WALL	\$143.52	\$355.21	\$937.50
56	941-9100	TRENCH BOX 8' X 16'	\$162.84	\$416.99	\$1,113.00
57	941-9150	TRENCH BOX 8' X 20'	\$197.34	\$498.42	\$1,332.00
58	940-5518	SPREADER BAR (KIT) 8" X 10'	\$2.19	\$6.70	\$23.10
59	940-5520	SPREADER BAR (KIT) 8" X 11'	\$2.19	\$6.70	\$23.10
60	940-5522	SPREADER BAR (KIT) 8" X 12'	\$2.19	\$7.44	\$24.68
61	940-5524	SPREADER BAR (KIT) 8" X 13'	\$2.19	\$7.44	\$24.68
62	940-5526	SPREADER BAR (KIT) 8" X 14'	\$2.14	\$7.23	\$24.00
63	940-5528	SPREADER BAR (KIT) 8" X 15'	\$4.39	\$12.71	\$40.58
64	940-5530	SPREADER BAR (KIT) 8" X 16'	\$4.39	\$12.71	\$40.58
65	940-5532	SPREADER BAR (KIT) 8" X 17'	\$4.14	\$11.93	\$38.25
66	940-5534	SPREADER BAR (KIT) 8" X 18'	\$4.39	\$12.71	\$40.58
67	940-5536	SPREADER BAR (KIT) 8" X 19'	\$4.39	\$12.71	\$40.58
68	940-5538	SPREADER BAR (KIT) 8" X 20'	\$4.39	\$12.71	\$40.58
69	675-9415	TRENCH BRIDGE STEEL 8'	\$30.57	\$92.66	\$295.50
70	675-9430	TRENCH BRIDGE STEEL 10'	\$30.36	\$92.66	\$297.00
71	675-9435	TRENCH BRIDGE STEEL 12'	\$47.61	\$147.42	\$470.25
72	940-9561	LADDER UPPER SECTION FOR TRENCH	\$5.00	\$15.00	\$45.00
73	940-9563	6' LADDER EXTENSION FOR TRENCH	\$5.00	\$15.00	\$45.00
Steel Plates					
74	944-9920	ROAD PLATE 5' X 8'	\$22.77	\$73.71	\$135.00
75	944-9930	ROAD PLATE 6' X 10'	\$38.09	\$94.07	\$254.25
76	944-9942	ROAD PLATE 8' X 10'	\$45.40	\$111.62	\$290.25
77	944-9840	ROAD PLATE 8' X 15'	\$49.75	\$127.06	\$340.50
78	944-9946	ROAD PLATE 8' X 20'	\$59.27	\$147.42	\$394.50
79	944-9895	CROSSING PLATE LIFT SCREW 1.25"	\$7.31	\$21.62	\$58.05
Steel Material Bedding Box					
80	941-9710	BEDDING BOX 9 YARD HEAVY DUTY	\$127.79	\$390.02	\$1,247.92
81	941-9712	BEDDING BOX 12 YARD	\$205.62	\$613.55	\$1,638.75
Other					
82	Delivery cost per order within 4 hours after order is placed normal hours (Monday thru Friday 7:00 AM to 5:00 PM)				\$195.00
83	Pick up costs per order within 4 hours after order is placed during normal hours				\$195.00
84	Delivery cost per order within 4 hours after order is placed				\$265.00

	outside of normal hours	
85	Pick up costs per order within 4 hours after order is placed outside of normal hours	\$265.00
86	Repair-Response time within 2 hours during normal hours	\$170.00
87	Repair-Response time within 2 hours outside of normal hours	\$250.00
Section 2.0		
1	Discount for repair parts based on the most current manufacture's catalog products price list	10.00%
2	Other sizes not to include on this list may be requested cost for items to be approved prior to rental. Expected mark-up on items from outside parities will not exceed.	35.00%

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15TH day of November, 2011

CONTRACTOR

Authorized
Signature

Title

Jesus Sanchez
Branch Manager

[Sign In](#)

0 items

[Contracts](#)[Reports](#)[Help \(/help/\)](#)

Contract Details: # TXMAS-7-51V080

Search for items in this contract (/ex_search/false/contract_number/TXMAS~7~51V080)

Number	TXMAS-7-51V080
Description	Hardware Superstore, Heavy Vehicle Equipment
Category	TxSmartBuy
Type	TXMAS
Start Date	7/5/2007
End Date	7/31/2020
Fed	
Purchase Category Code(Agencies Only)	PCC X
Purchase Orders	<p>Only purchase orders issued through TxSmartBuy are eligible for contract pricing. Contractors cannot ship any products or provide services until issuance through TxSmartBuy and receipt of a Purchase Order. If a TXMAS contract does not have items available in the TxSmartBuy system, a quote order line item should be added to the cart with an attachment that describes order details.</p> <p>Customers may purchase these TXMAS goods or services from this TXMAS Contractor online through TxSmartBuy or offline in a store without the use of TxSmartBuy (such as at a brick-and-mortar location). CPA authorizes both online and offline sales of these TXMAS goods or services. Customers should direct any questions regarding offline sales to the Contractor's Point-of-Contact identified on this page.</p>
Order Limitation	<p>The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to the pricing of the underlying contract. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed.</p> <p>Minimum Order - NONE Maximum Order - NONE</p>

State Contracts	All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA Term contract, a determination should be made that will result in a best value purchase.
CPA Contract Management	All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA Term contract, a determination should be made that will result in a best value purchase.
Contractor	UNITED RENTALS, INC.
Approved Products/Services	<p>Only products or services listed in the underlying contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.</p> <p>Incidental items may not exceed \$5,000.00 OR 50% of the purchase order total, whichever is less.</p>
FOB Point	ORIGIN
Compliant Products by Contractor	Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
Restocking Fee for Returned Products	Refer to contract upon which TXMAS contract is based.
Rebate Reporting Requirement for Federal	<p>Pursuant to Texas Government Code §2155.510(b), rebates generated from TXMAS contract purchases made in whole or in part with federal funds must be reported by the purchasing agency for reporting, and reconciliation purposes with the appropriate federal funding agency. Each quarter of the State's fiscal year (September 1 through August 31), TXMAS contractors rebate 0.73875% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate to the federal fund-provider using the above percent based on the total dollar value of the TXMAS purchase order.</p> <p>Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$369.37 ($\\$50,000 * 0.73875\% = \\$369.37$) will be paid to the State of Texas by the TXMAS contractor.</p>

Contractor Performance	<p>Statewide Procurement Division (SPD), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of \$25,000 or more from contracts administered by CPA, or any other purchase of \$25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under \$25,000.</p> <p>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (http://www.window.state.tx.us/procurement/prog/vendor_performance/)</p> <p>The purpose of the Vendor Performance Tracking System is to:</p> <ul style="list-style-type: none">• Identify vendors that have exceptional performance• Aid purchasers in making a best value determination based on vendor past performance• Protect the state from vendors with unethical business practices• Provide performance scores in four measurable categories for the CMBL vendors• Track vendor performance for delegated and exempt purchases
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Contractor Information

VID: 17429306016

Contractor: United Rentals, Inc.

Email: govrents@ur.com

Phone: (877) 874-4468

Address: Matt Franklin Or Wendy Pombo United Rentals, Inc. 12802 Tampa Oaks Blvd., Ste. 350 Temple Terrace FL 33637

Texas.gov (<http://www.texas.gov/en/Pages/default.aspx>) |
Statewide Search from the Texas State Library (<https://www.tsl.state.tx.us/trail/index.html>) |
State Link Policy (<http://www.dir.texas.gov/pubs/pages/weblink-privacy.aspx>) |
Texas Homeland Security (<http://governor.state.tx.us/homeland>) | Texas Transparency (<http://www.texas Transparency.org/>) |
Report Fraud (<http://www.window.state.tx.us/fraud.html>)

Glenn Hegar, Texas Comptroller • Window on State Government (<http://www.window.state.tx.us/>) • Contact Us
(<http://www.window.state.tx.us/contact.html>)

Privacy and Security Policy (<http://www.window.state.tx.us/privacy.html>) |
Accessibility Policy (<http://www.window.state.tx.us/accessibility.html>) | Link Policy (<http://www.window.state.tx.us/linkpolicy.html>) |
Public Information Act (<http://www.window.state.tx.us/pia.html>) |
Texas Veterans Portal (<http://veterans.portal.texas.gov/en/Pages/default.aspx>) |
Compact with Texans (<http://www.window.state.tx.us/comptrol/compact/>)



United Rentals, Inc.
GSA Authorized Federal Supply Schedule Catalog/Price List

Orders can be placed via 877-URI-4-GOV (877-874-4468) or email Govrents@ur.com to request a quote, please include the part numbers you are interested in. Any questions regarding our products may also be directed here.

Hardware Superstore Schedule 51V

FSC Class:	51, 52
Contract number:	GS-06F-0068R
Contract Period:	8/1/05 through 7/31/20
Contractor:	United Rentals, Inc.
Corporate:	100 First Stamford Place Ste. 700 Stamford, CT 06902
Ordering:	12802 Tampa Oaks Blvd. Ste. 350 Temple Terrace, FL 33637 Phone: 877-874-4468 Fax: 877-735-7450
Business Size:	Other than Small

Information for Ordering Activities

1a) SINs:	105-001-Tool & Supply sales, walk-in, walk-out, 515-002-Short-Term Rental
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1b) Lowest Priced Models:

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN):

SIN	Category	Item	GSA Price
105-001	Contractor Sales	3/4" x 300 Pin	\$0.01
105-001	New Equipment	Heavy-Duty 2900 Watt Gas Generator	\$1,010.03
515-002	Rental	Air Flux Chisel Straight	\$0.73/\$2.14/5.00(day/wk/mnth)

See Price List (Request a quote or view United Rentals' Catalog
<http://www.unitedrentals.com/en/solutions/gsa-government>)

2) Maximum Order:	105-001 - \$750,000, 515-002 - \$750,000
3) Minimum Order:	None
4) Geographic Coverage:	48 contiguous states and Washington DC; does NOT include HI, AK, Puerto Rico or Guam

5) Point of Production:	Varies, contact contractor for complete listing
6) Discount:	Rental - Day = 31% off of contractor rate; Week = 29.8% off contractor rate; and Month = 25% off contractor rate; discount varies based on Supplier's GSA contract calculation metrics; New Equipment Sales- Cost plus 3% less than the average profit margin for that category of equipment.
7) Quantity discount:	Purchases of \$500,000 or more will receive at least an additional discount of 1%
8) Prompt Payment Terms:	None - Net 30 accepted for payment
9) Purchase card:	Government Procurement Card, MasterCard and Visa Government purchase cards are accepted both below and above the micro-purchase threshold.
10) Foreign Items:	None
11a) Delivery:	SIN 105-001/515-002- in stock- 24 hrs./walk-in store, 30 days ARO same day delivery may be available
11b) Urgent Requirements:	Contact Contractor
12) FOB Point:	Origin – delivery/pick up & refueling charges apply to SIN 515-002, delivery applies to other SINs where applicable –delivery/pick up costs calculated exactly via delivery calculator software
13) Ordering Address:	*Contact Sales Office Above or order directly from over 800 branch locations which service government orders*
14) Payment Address:	ACH or WAWF Bank of America Acct# 8666006287 Routing# 071-000-039
15) Warranty:	PO Box 100711 Atlanta, GA 30384-0711 Standard Manufacturer's Product Warranty
16) DUNS Number:	176333961
17) CCR/SAM Registration:	Yes
18) CAGE code	1PCJ2
19) Federal ID/Tax ID #	

*Information about our locations can be obtained using the "Find A Location" function at www.unitedrentals.com

GSA #: GS-06F-0068R-Under the Federal Supply Schedule FSC Group 51, Part V

Commodity: Hardware SuperStore

SINS 105-001 Walk In/Walk Out New Equipment Sales

SINS 515-002 Short Term Rental

Contract Term: from 8/1/2005 through 7/31/2020

Our Corporate DUNS #: 176333961

SAM (active corporate registration and individual branch registration)

Our Cage Code: 1PCJ2

North American Industry Classification System (NAICS) codes:

237990 – Other heavy and civil engineering construction

332212 – Hand and edge tool manufacturing

333512 – Machine tool (metal cutting types) manufacturing

333991 – Power-driven hand tool manufacturing

423840 – Industrial supplies merchant wholesalers

441310 – Automotive parts and accessories stores

532120 – Truck, utility trailer, and Recreational Vehicle rentals and leasing

532412 – Construction, mining, and forestry machinery and equipment rental and leasing

532490 – Other commercial and industrial machinery and equipment rental and leasing

Standard Industrial Classification (SIC) Codes:

1799 – Special Trade Contractors, NEC

3423 – Hand and edge tools, NEC

3541 – Machine tools, metal cutting types

3546 – Power driven hand tools

5085 – Industrial Supplies

5251 – Hardware stores

7353 – Heavy construction equipment rental

7359 – Equipment rental & leasing, NEC

7519 – Utility trailer rental

Government Customer Service Center:

12802 Tampa Oaks Blvd.

Suite 350

Temple Terrace, FL 33637

Toll Free Tel: 1-877-URI-4-GOV (1-877-874-4468)

Toll Free Fax: 1-877-735-7450

E-mail: GovRents@ur.com

Website: www.gsa.ur.com



EXHIBIT B

UNITED RENTALS COMMERCIAL TERMS & CONDITIONS

1. **DEFINITIONS.** "*Rental Agreement*" means this Rental Agreement, including the front and back pages of the Rental Agreement, as well as any Addendum attached hereto. "*United*" means the corporate subsidiary of United Rentals, Inc. identified on the first page of this Rental Agreement from whom the Customer has rented the Equipment. "*Equipment*" means any one or more of the items identified as such on the first page of this Rental Agreement and any accessories, attachments or other similar items delivered to Customer, including, but not limited to air hoses, electric cords, blades, welding cables, liquid fuel tanks and nozzles. "*Customer*" means the person or entity identified as such on the first page of this Rental Agreement or any representative, agent, officer or employee of Customer. "*Store Location*" means the United address in the upper left-hand corner on the first page of this Rental Agreement. "*Rental Period*" means the period of time between the "*Date Out*" and "*Date Due In*," set forth on the first page of this Rental Agreement, except that the Rental Period may terminate earlier as provided in Sections 17 and 22 hereof.
2. **AUTHORITY TO SIGN.** Any individual signing this Rental Agreement represents and warrants that he or she is of legal age, and has the authority and power to sign this Rental Agreement on their own behalf or for the Customer.
3. **INDEMNITY / HOLD HARMLESS. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD UNITED, AND ANY OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND AFFILIATES, PARENTS AND SUBSIDIARIES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH) ARISING OUT OF OR RELATED TO THE OPERATION, USE, POSSESSION OR RENTAL OF THE EQUIPMENT. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST UNITED BASED UPON STRICT OR PRODUCT LIABILITY CAUSES OF ACTION. HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY UNITED FOR THAT PART OF ANY LOSS, DAMAGE OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF UNITED. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY OR CONSTITUTIONAL LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND AFFECT NOT WITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE CONTRACT.**
4. **INSPECTION OF EQUIPMENT.** Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer further acknowledges that Customer has inspected the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or public road use, prior to taking possession thereof, and such propulsion tank contained no dyed fuel. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitches, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Customer acknowledges United is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or mirrors.

5. ***LIMITATION OF LIABILITY.*** In no event shall United be responsible to Customer or any other party for any loss, damage or injury caused by, resulting from or in any way connected with the Equipment, its operation or its use, United's failure to deliver the Equipment as required hereunder, or United's failure to repair or replace non-working Equipment. Customer acknowledges and assumes all risks inherent in the operation, use and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to United and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. ***USE OF EQUIPMENT.***

A. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner; (b) without a license, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state, and federal laws, ordinances and regulations (including O.S.H.A. and the Internal Revenue Code) which may apply to the use of the Equipment. Customer shall not insert, or permit to be inserted, any dyed fuel into the propulsion tank of vehicles registered and licensed, or required to be registered and licensed, for use on any highway or other public road. **CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD UNITED HARMLESS FROM ALL FINES, PENALTIES AND COSTS INCURRED BY UNITED DUE TO DYED FUEL BEING INTRODUCED INTO THE PROPULSION TANK OF SUCH VEHICLES.** Customer agrees to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the Equipment daily and to immediately notify United when Equipment needs repair or maintenance. Customer acknowledges that United has no responsibility to inspect the Equipment while it is in Customer's possession. United shall have the right to replace the Equipment with other similar equipment at any time and for any reason.

B. **IN CALIFORNIA ONLY:** If any of the Equipment is power operated or power-driven excavating or boring equipment, it is the sole responsibility of Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Rental Agreement, Customer accepts all liabilities and responsibilities contained in the California regional notification center law.

7. ***DISCLAIMER OF WARRANTIES.*** UNITED MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS RENTAL AGREEMENT, UNITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION.

8. ***MALFUNCTIONING EQUIPMENT.*** Should the Equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the Equipment and immediately notify United. If such condition is the result of normal operation, United will repair or replace the Equipment with similar Equipment in working order, if such replacement Equipment is available. United has no obligation to repair or replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must return the Equipment to the Store Location within 24 hours from the time of defect in order to terminate rental charges.

9. ***RETURN OF EQUIPMENT / DAMAGED & LOST EQUIPMENT.*** At the expiration of the Rental Period, Customer will return the Equipment to the Store Location during United's regular business hours, such Equipment to be in the condition and repair as when delivered to Customer, subject to reasonable wear and tear, as defined below. In the event that United has agreed to pick up the Equipment from Customer, Customer shall notify United in writing that the Equipment is "off rent" and shall obtain an "off rent" confirmation number from United. United shall endeavor to pick up the Equipment within a commercially reasonable period of time after the Equipment is called "off rent." Customer shall be liable for all damages to or loss of the Equipment from the time the Equipment leaves the Store Location until the Equipment is (a) returned to the Store Location, including any damage during transit to or from Customer; or (b) picked up by United after issuance of an "off rent" confirmation

number. In the case of the loss or destruction of any Equipment, or inability or failure to return same to United for any reason whatsoever, Customer will pay United the then full replacement list value of the Equipment together with the full rental rate as specified until such Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. United shall be under no obligation to commence repair work until Customer has paid to United the estimated cost therefor.

10. **REASONABLE WEAR AND TEAR.** Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where United expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the Equipment

11. **LATE RETURN.** Customer agrees that if the Equipment is not returned by the end of the Rental Period, United, in its sole discretion, may require Customer to do any of the following: (a) continue to pay the rental rate(s) applicable to the Equipment as specified on the front page of this Rental Agreement, (b) for periods less than 24 hours, pay the full daily rental rate applicable to the Equipment, or (c) pay any increased rental rate(s) in effect at the time of, or after, the expiration of the Rental Period.

12. **RENTAL PERIOD / CALCULATION OF CHARGES.** Rental charges commence when the Equipment leaves the Store Location and end when the Equipment is returned to the Store Location during United's regular business hours. Rental charges do not include the cost of fuel, any applicable taxes, cost of delivery and pick-up of the Equipment, transportation surcharges or environmental charges. In the event that United has agreed to pick up the Equipment from Customer, Customer shall notify United in writing that the Equipment is "off rent" and obtain an "off rent" confirmation number from United, at which time rental charges shall no longer be assessed, unless otherwise provided herein. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an 8 hour day, 40 hours per week and 160 hours per 4 week period. On power equipment, operations in excess of one shift will be at United's standard premium rental rates. Customer will truthfully and accurately certify to United the number of shifts the Equipment was operated. Customer's right to possess the Equipment terminates on the expiration of the Rental Period and retention of possession after this time is a material breach of this Rental Agreement. **TIME IS OF THE ESSENCE.**

13. **DEPOSIT.** In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms, covenants, and agreements to be performed by Customer hereunder, and in the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by United as a result of the breach.

14. **PAYMENT.** All amounts due hereunder shall be payable in full upon the end of the Rental Period, return of the Equipment to United, or 30 days following United's invoice to Customer, whichever comes first. Customer acknowledges that timely payment of rental charges is essential to United's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and United agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum) on any such past due amounts, or the maximum amount allowed by applicable law.

15. **TITLE / NO PURCHASE OPTION / NO LIENS.** This Rental Agreement is not a contract of sale, and title to the Equipment shall at all times remain with United. Unless covered by a specific supplemental agreement signed by United, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

16. **TIRE AND TUBE REPAIR OR REPLACEMENT.** Repair or replacement of tires and tubes is the responsibility of Customer, and is not included in the rental rate.

17. **DEFAULT.** Customer shall be deemed to be in default should Customer in any way fail to pay any amount when due hereunder, or to perform, observe or keep any provision of this Rental Agreement, or should Customer become "Insolvent" (as defined herein), or should United anticipate that Customer may become Insolvent or that Customer may otherwise become in default. If Customer is in default, United may do any one or more of the following: (a) terminate the Rental Period; (b) declare the entire amounts due hereunder immediately due and payable and commence legal action therefor; (c) cause United's employees or agents, without notice or legal process, to enter upon Customer's property and take all action necessary to retake and repossess the Equipment, in which event Customer waives all claims for damages and losses, physical and pecuniary, caused thereby and shall pay all costs and expenses incurred by United in retaking and repossessing; or (d) pursue any other remedies available by law. Customer shall be considered "Insolvent" if Customer (i) shall generally not pay, or shall be unable to pay, or shall admit its inability or anticipated inability to pay its debts as such debts become due; or (ii) shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or (iii) shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (iv) shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made; or (v) shall take any action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties.

18. **CUSTOMER'S INSURANCE COVERAGE.** Customer agrees to maintain and carry, at Customer's sole cost, the following insurance: (a) **property insurance** for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. Such coverage will include, but not be limited to, risk of loss arising out of the maintenance, operation, possession or use of the Equipment; (b) **commercial auto liability insurance** with at least a per occurrence limit of \$2 million; and (c) **commercial general liability insurance** ("CGL") (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) for any property damage, bodily injury or personal and advertising injury arising out of the maintenance, operation, possession or use of the Equipment with combined single limits of insurance not less than \$2 million per occurrence and \$4 million in the aggregate. Customer shall obtain insurance policies that provide, or are endorsed to provide, that all insurance required hereunder is primary and non-contributory to any other insurance maintained by United. United shall be named as an additional insured for liability insurance and additional loss payee for property insurance. Any deductibles or self insured retentions shall be the sole responsibility of the Customer. All insurance required by this agreement shall include a waiver of rights of recovery against United or its insurers by the Customer and its insurers, as well as a waiver of subrogation against United or its insurers. The policies required hereunder shall provide that United must receive not less than 90 days notice prior to any cancellation.

19. **NO ASSIGNMENT, LENDING OR SUBLETTING.** Customer shall not sublease, subrent, assign or loan the Equipment without first obtaining the written consent of United, and any such action by Customer, without United's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth on the first page of this Rental Agreement unless United approves otherwise in writing. United may at any time, without notice to Customer, transfer or assign this Rental Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

20. **ENTIRE AGREEMENT / ONLY AGREEMENT.** The Rental Agreement, including the front and back pages of the Rental Agreement, and any Addendum attached hereto, represent the entire agreement between Customer and United with respect to the Equipment and the rental of the Equipment. There are no oral or other representations or agreements not included herein. None of United's rights or Customer's rights may be changed and no extension of the terms of this Rental Agreement may be made except in writing, signed by both United and Customer. Any use of Customer's purchase order number on this Rental Agreement is for Customer's convenience only.

21. **ORDER OF PRECEDENCE.** The terms and conditions of this Rental Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents.

22. **OTHER PROVISIONS.**

A. Any failure of United to insist upon strict performance by Customer of any terms and conditions of this Rental Agreement shall not be construed as a waiver of United's right to demand strict compliance. Customer has carefully reviewed this Rental Agreement and waives any principle of law which would construe any provision hereof against United as the draftsman of this Rental Agreement.

B. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by United in the collection of any charges due under this Rental Agreement or in connection with the enforcement of its terms.

C. Customer shall pay the rental charge(s) without any offsets, deductions or claims.

D. The federal and state courts in the county in which the Store Location is located shall have exclusive jurisdiction over all matters relating to this Rental Agreement. **TRIAL BY JURY IS WAIVED.** In order to effect service of process on United, please contact the Secretary of State Corporations Division or the equivalent office in your state to obtain the name of the registered agent and the registered office address that is on file with the Secretary of State for United. United shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

E. United shall have the right to immediately repossess the Equipment, without any liability to Customer, in the event of (i) permanent closure of the United Store Location or (ii) declaration of any emergency, disaster or similar situation by any federal, state or local government.

CRIMINAL WARNING: The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.