



**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AMENDED AGENDA  
3:00 PM, Tuesday, September 9, 2025**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

**CALL TO ORDER**

**INVOCATION & PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

Achievement of Excellence in Procurement Award

**PUBLIC COMMENT**

**CONSENT AGENDA**

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Bid Award  
*Emergency Tub Grinding Services*

Consider approval to award Term Contract to South East Mowing, LLC, TFR Enterprises, Inc., Treecycle Land Clearing, Inc., and WLW Construction, Inc., to provide emergency tub grinding services.

Item No. 2 - Bid Award  
*Athletic Field Maintenance*

Consider approval to award a Term Contract to Getgreen Lawn Services, Inc. to provide athletic field maintenance.

Item No. 3 - Piggyback Term Contract  
*Construction and Industrial Equipment Rental*

Consider approval to piggyback the State of Florida, Department of Management Services Term Contract No. 22100000-21-STC with Beard Equipment Company to provide construction and industrial equipment rental.

Item No. 4 - Piggyback Term Contract  
*Construction and Industrial Equipment Rental*

Consider approval to piggyback the State of Florida, Department of Management Services Term Contract No. 22100000-21-STC with Ring Power Corporation to provide construction and industrial equipment rental services.

**CITY OF CLERMONT  
CITY COUNCIL MEETING  
CLERMONT CITY HALL  
AGENDA**

**3:00 PM, Tuesday, September 9, 2025**

Item No. 5 - Piggyback Term Contract  
*Equipment Rental and Related Services*

Consider approval to piggyback the Sourcewell Term Contract No. 040924-URI with United Rentals (North America), Inc. to provide equipment rental and related services.

Item No. 6 - Piggyback Term Contract  
*Equipment Rental and Related Services*

Consider approval to piggyback the Sourcewell Term Contract No. 040924-SNB with Sunbelt Rentals, Inc. to provide equipment rental and related services.

Item No. 7 - Open Container Request  
*Clermont Jerk Festival*

Consider approval of the Caribbean American Association of Lake County to have an open container area for their event on June 6, 2026, at Waterfront Park.

Item No. 8 - Event and Road Closure Request  
*Clermont Main Street*

Consider approval of 2025 events and road closures: Harvest Fest on Oct. 25; Haunted House on Oct. 30–Nov. 1; and Hometown Holidays on Nov. 22.

Item No. 9 - Event Road Closure Request  
*Light Up Clermont 2025*

Consider approval of road closures in downtown Clermont on December 5, 2025.

Item No. 10 - Employee Benefit Renewal and Changes

Consider approval of the employee group medical, dental, vision plan, life and disability renewal and changes effective January 1, 2026.

Item No. 11 - Development Agreement  
*Integra*

Consider approval of a development agreement with PRM Clermont/Wellness Way Owner, LLC.

Item No. 12 - Elevations Approval  
*Twistee Treat*

Consider architectural elevations for Lot 3 of the Magnolia Pointe Center.

Item No. 13 - Resolution No. 2025-033R  
*Opposition to SB 180*

Consider approval to request the Florida Legislature substantively repeal or amend SB 180 in its entirety.

Item No. 14 - Resolution No. 2025-034R  
*Permitting site visits*

Consider adopting procedures for ex-parte investigations by City Council and Planning and Zoning Commission members for quasi-judicial matters.

Item No. 15 - Resolution No. 2025-035R  
*Banking Services Agreement*

Consider authorization to establish a Custodial Account for Investment Funds with TD Bank.



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3:00 PM, Tuesday, September 9, 2025**

Item No. 16 - Resolution No. 2025-036R  
*Wastewater Bulk Rate Adjustment*

Consider approval of adjustments to the city's intergovernmental wholesale rate for wastewater services.

**UNFINISHED BUSINESS**

Item No. 17 - Ordinance No. 2025-021 *Final*  
*ProActive Auto Annexation*

Consider ordinance to annex property located at 13550 Granville Avenue.

Item No. 18 - Ordinance No. 2025-006 *Final*  
*Time Limit for Commencing Construction*

Consider an Amendment to the Land Development Code, Section 101-216 with regard to Construction Projects.

**NEW BUSINESS**

Item No. 19 - Ordinance No. 2025-033 *Intro*  
*Police Officers Retirement Pension Plan*

Consider pension plan changes reflecting federal law changes and pension-related union contract changes approved by Council on April 8, 2025.

Item No. 20 - Ordinance No. 2025-032 *Intro*  
*LDC Amendment*

Consider land development code amendments pertaining to the display of the American Flag.

**REPORTS**

**ADJOURN**

**Public Notice**

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at [cityclerk@clermontfl.org](mailto:cityclerk@clermontfl.org). TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

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Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.



# CITY OF CLERMONT

## AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                          |                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                          |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                          |                                |
| Bid Award<br><i>Emergency Tub Grinding Services</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                          |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                          |                                |
| Requesting approval to award a Term Contract to South East Mowing, LLC, TFR Enterprises, Inc., Treecycle Land Clearing, Inc., and WLW Construction, Inc. to provide all labor, materials, and equipment necessary to emergency tub grinding services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                          |                                |
| <p>The Procurement Services Department and the Public Services Department recommend approval of the proposed action.</p> <p>The Procurement Services Department issued a Request for Bid No. 25-089 on July 15, 2025, to establish an annual Term Contract for emergency tub grinding services. The purpose of this solicitation was to secure emergency tub grinding services for tree debris resulting from storm damage for the City. The contract services will support the City's debris management efforts following severe weather events or other emergencies that generate large volumes of organic waste, including tree limbs, brush, logs, and other yard debris. The successful respondent shall furnish all necessary materials, parts, equipment, support equipment, and labor to perform the tub grinding services.</p> <p>The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of four (4) responses were received.</p> <p>The award is being recommended to all four responsive and responsible bidders: South East Mowing, LLC, TFR Enterprises, Inc., Treecycle Land Clearing, Inc., and WLW Construction, Inc, who comply with all terms, conditions, and specifications stated in the RFB. Awarding to all respondents ensures the City has the necessary resources to respond quickly and effectively during severe weather events or other emergencies, when large volumes of debris must be managed.</p> <p>Funding will be determined on a project-by-project basis. Individual departments will budget and allocate funds as needed for expenditures related to these contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.</p> |                                          |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |                                |
| Funding will be determined on a project-by-project basis by the respective departments and allocated from the Repair and Maintenance - Grounds, Object Code 54606. Actual costs are dependent on need during a storm or other emergency-related events.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                          |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Fund Number and Description</b>       | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |                                |
| 1. RFB 25-089 Bid Tabulation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | RFB 25-089 Bid Tabulation.pdf            |                                |
| 2. RFB 25-089 Notice of Intent to Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | RFB 25-089 Notice of Intent to Award.pdf |                                |



**EVALUATION TABULATION**  
RFB No. RFB 25-089  
Emergency Tub Grinding Services  
RESPONSE DEADLINE: August 14, 2025 at 2:00 pm

**VENDOR TOTALS**

| Vendor                      | Total       |
|-----------------------------|-------------|
| South East Mowing, LLC      | \$43,790.00 |
| TFR Enterprises, Inc        | \$77,250.00 |
| Treecycle Land Clearing Inc | \$77,650.00 |
| WLW Construction Inc        | \$89,000.00 |

**TABLE 1**

|          |           |                                       |          |                 | South East Mowing, LLC |             | TFR Enterprises, Inc |             | Treecycle Land Clearing Inc |             | WLW Construction Inc |             |
|----------|-----------|---------------------------------------|----------|-----------------|------------------------|-------------|----------------------|-------------|-----------------------------|-------------|----------------------|-------------|
| Selected | Line Item | Description                           | Quantity | Unit of Measure | Unit Cost              | Total       | Unit Cost            | Total       | Unit Cost                   | Total       | Unit Cost            | Total       |
| X        | 1         | Mobilization per Activation           | 1        | Each            | \$2,500.00             | \$2,500.00  | \$6,500.00           | \$6,500.00  | \$6,900.00                  | \$6,900.00  | \$20,000.00          | \$20,000.00 |
| X        | 2         | Grinding (Double Grind, 2" Screen)    | 5000     | Cubic Yard      | \$5.27                 | \$26,350.00 | \$8.75               | \$43,750.00 | \$9.25                      | \$46,250.00 | \$11.00              | \$55,000.00 |
| X        | 3         | Hauling /Disposal of Surplus Material | 2000     | Cubic Yard      | \$7.47                 | \$14,940.00 | \$13.50              | \$27,000.00 | \$12.25                     | \$24,500.00 | \$7.00               | \$14,000.00 |
| Total    |           |                                       |          |                 |                        | \$43,790.00 |                      | \$77,250.00 |                             | \$77,650.00 |                      | \$89,000.00 |



NOTICE OF INTENT TO AWARD  
RFB No. RFB 25-089  
Emergency Tub Grinding Services  
RESPONSE DEADLINE: August 14, 2025 at 2:00 pm

Thursday, August 21, 2025

After the careful and thorough review of all responses received to solicitation number RFB 25-089 titled Emergency Tub Grinding Services, the City hereby issues this Award Recommendation to all respondents:

South East Mowing, LLC

TFR Enterprises, Inc.

Treecycle Land Clearing, Inc.

WLW Construction, Inc.

The City will establish agreements with each successful respondent and will contact them in order, based on the pricing provided, on an as-needed basis

Sincerely,

Freddy L. Suarez, MPA, CPPB  
Procurement Services Director



# CITY OF CLERMONT

## AGENDA ITEM

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| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                          |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |                                |
| Bid Award<br><i>Athletic Field Maintenance</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |                                |
| Consider approval to award a Term Contract to Getgreen Lawn Services, Inc to provide all labor, materials, and equipment necessary to maintain the athletic fields.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                          |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                          |                                |
| <p>The Procurement Services Department and the Parks and Recreation Department recommend approval of the proposed action.</p> <p>The Procurement Services Department issued a Request for Bid No. 25-082 on June 13, 2025, to establish an annual Term Contract for athletic field maintenance. The purpose of this solicitation was to secure athletic field maintenance services for a variety of sports facilities. The scope includes turf care, irrigation system management, infield grooming, field lining, pest and weed control, and general upkeep to ensure all fields remain in safe, playable condition year-round. The contract services include, but are not limited to, turf maintenance, irrigation management, infield grooming, field marking, practice and game setup, rehabilitation during field closures, and general upkeep of field-related infrastructure,</p> <p>The solicitation was competitively bid, formally advertised, and fully complies with the City of Clermont's Procurement Policy and Procedures. A total of eight (8) responses were received.</p> <p>It is recommended that the City Council approve and execute a fixed-unit price term contract with Getgreen Lawn Services, Inc to provide athletic field maintenance. The initial term of the contract is three (3) years, with the option for up to three (3) additional one-year renewal periods at the City's discretion. The estimated contract value for the initial term is \$712,473.00 with a contract start date of October 22, 2025.</p> <p>Funding will be allocated from Parks and Recreation Contract Services - Mowing, Account No. 10572-53403.</p> |                                          |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                          |                                |
| Department Account Code: 10572-53403                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                          |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Fund Number and Description</b>       | <b>Available Budget Amount</b> |
| \$237,492                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 10572-53403                              | \$500,000                      |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                          |                                |
| 1. RFB 25-082 Tabulation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | RFB 25-082 Tabulation.pdf                |                                |
| 2. RFB 25-082 Notice of Intent to Award                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | RFB 25-082 Notice of Intent to Award.pdf |                                |

**EVALUATION TABULATION**  
RFB No. RFB 25-082  
Athletic Field Maintenance  
RESPONSE DEADLINE: July 24, 2025 at 2:00 pm

**VENDOR TOTALS**

| Vendor                       | Total           |
|------------------------------|-----------------|
| AVENA MULTISERVICES, LLC     | **\$18,240.00** |
| Getgreen lawn services       | \$237,672.00    |
| Brightview Landscapes        | \$243,896.00    |
| Senior cleaning services llc | \$249,703.92    |
| AGH MANAGEMENT, LLC          | \$315,349.68    |
| YELLOWSTONE LANDSCAPE        | \$330,046.00    |
| Lake Jem Farms               | \$698,176.76    |
| Rotolo Consultants, Inc.     | \$851,994.29    |

\*\* The bid from Avena Multiservices, LLC. was deemed non-responsive due to inability to confirm pricing and lack of follow-up communication.



NOTICE OF INTENT TO AWARD  
RFB No. RFB 25-082  
Athletic Field Maintenance

RESPONSE DEADLINE: July 24, 2025 at 2:00 pm

Thursday, August 7, 2025

After the careful and thorough review of all responses received to solicitation number RFB 25-082 titled Athletic Field Maintenance, the City hereby issues this Award Recommendation to the following company:

Getgreen Lawn Services Inc.

Sincerely,

Freddy L. Suarez, MPA, CPPB  
Procurement Services Director





# CITY OF CLERMONT

## AGENDA ITEM

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| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                  |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                  |                                |
| Piggyback Term Contract<br><i>Construction and Industrial Equipment Rental</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                  |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                  |                                |
| Approval to piggyback the State of Florida, Department of Management Services Term Contract No. 22100000-21-STC with Beard Equipment Company for construction and industrial equipment rental in accordance with the City of Clermont's Procurement Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                  |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                  |                                |
| <p>The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action.</p> <p>At the request of the Public Services Department, the Procurement Services Department identified the State of Florida, Department of Management Services Term Contract No. 22100000-21-STC, as a suitable procurement vehicle for construction and industrial equipment rental. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process.</p> <p>The contract includes an initial two-year agreement, with a start date of September 10, 2025. The estimated contract value for the initial term is more than \$50,000. This contract will provide emergency construction and industrial equipment rental services during the hurricane season and other emergency-related events. Funding will be determined on a project-by-project basis by the respective departments and allocated from the Rentals-Equipment Fund, Object Code 54400.</p> <p>Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.</p> <p>Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.</p> |                                                  |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                  |                                |
| Funding will be determined on a project-by-project basis by the respective departments and allocated from the Rentals-Equipment Fund, Object Code 54400. Actual costs are dependent on need during a storm or other emergency-related events.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                  |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Fund Number and Description</b>               | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                  |                                |
| 1. State Term Contract No. 22100000-21-STC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | State Term Contract No. 22100000-21-STC.pdf      |                                |
| 2. Product Group Discount Sheet 22100000-21-STC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Product Group Discount Sheet 22100000-21-STC.pdf |                                |



**State Term Contract  
No. 22100000-21-STC  
Construction and Industrial Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Beard Equipment Company** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2021, or on the last date, it is signed by all Parties, whichever is later. The Contract shall expire on June 30, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 1, Special Contract Conditions
- b) Attachment 2, Scope of Work
- c) Attachment 3, Price Quote Form
- d) Attachment 4, Acknowledgement of Order
- e) Attachment 5, Preferred Pricing Affidavit
- f) Attachment 6, Contractor’s Submitted Product Group Discount Sheet
- g) Attachment 7, Price Sheet

#### IV. Contract Management.

**Department's Contract Manager:**

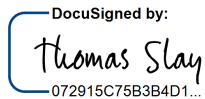
Shaveon Nelson  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-1214  
Email: [Shaveon.Nelson@dms.fl.gov](mailto:Shaveon.Nelson@dms.fl.gov)

**Contractor's Contract Manager:**

Thomas Slay  
Beard Equipment Company  
7566 West Tennessee Street  
Tallahassee, Florida 32304  
Telephone: (850) 251-0741  
Email: [tslay@beardequipment.com](mailto:tslay@beardequipment.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR  
BEARD EQUIPMENT COMPANY**

DocuSigned by:  
  
072915C75B3B4D1...

**Thomas Slay  
Branch Manager**

6/14/2021 | 9:21 PM EDT

**Date:**

**STATE OF FLORIDA  
DEPARTMENT OF  
MANAGEMENT SERVICES**

DocuSigned by:  
  
991459A211104A3...

**Tami Fillyaw  
Chief of Staff**

6/15/2021 | 12:04 PM EDT

**Date:**

# **ATTACHMENT 1**

## **SPECIAL CONTRACT CONDITIONS**

### **JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;



AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

## 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

## 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

## 6.4 Inspection and Acceptance of Commodities.

### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

## 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

## 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.



## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

## Attachment 2

### Scope of Work

#### 1. Purpose

To provide Customers with Construction and Industrial Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

#### 2. Definitions

All definitions apply in both their singular and plural context.

**Accessory** – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**Base Equipment** – A Manufacturer's base Construction and Industrial Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number, or catalog number.

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

**Commodity** – As defined in section 287.012, F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Construction and Industrial Equipment."

**Commodity Code** – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract** – The written agreement between the Department and the Contractor. A Contractor can be a Manufacturer or a Dealer.

**Contract Manager** – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

**Contractor** – A Vendor that enters a Contract with the Department.

**Customer** – A State agency or Eligible User.

**Dealer** – A Manufacturer’s certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to the Contract. Dealers may be Contractor owned and controlled in whole or in part or independently owned and controlled.

**Department** – The Department of Management Services, a State agency.

**Eligible User** – As defined in Rule 60A-1.001(2), F.A.C.

**Group** – A series of Commodities with applicable Commodity Codes which are described in the Description of Scope section in the Scope of Work.

**Implement** – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**Manufacturer** – The producer or provider of Construction and Industrial Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

**Manufacturer’s Suggested Retail Price (MSRP)** – The MSRP represents the Manufacturer’s recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities without benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

**MSRP Credit** – The MSRP price of OEM and Non-OEM Options, Parts, Accessories or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

**MSRP List** – The Manufacturer’s Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer’s Annual U.S. Price Book; and
- Manufacturer’s official website or dealer software.

**Net Price** – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s) and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer.

**Non-OEM** – Produced by a manufacturer or party other than the OEM.

**Option** – Options requested by the Customer specifically for the Construction and Industrial Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by

the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**Original Equipment Manufacturer (OEM)** – The original Manufacturer of a Commodity.

**Part** – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**State** – The State of Florida.

### 3. Scope of Work

#### 3.1 Description of Scope

The Commodities (including Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract) shall be classified under the following Groups:

| Group    | Group Description                                                                |
|----------|----------------------------------------------------------------------------------|
| Group 1  | EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)                      |
| Group 2  | EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)                    |
| Group 3  | EXCAVATORS: WHEEL AND TRUCK MOUNT                                                |
| Group 4  | MOTOR GRADERS AND MAINTAINERS                                                    |
| Group 5  | COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL                                  |
| Group 6  | DOZERS: CRAWLER                                                                  |
| Group 7  | DOZERS: WHEEL                                                                    |
| Group 8  | COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS. OPERATING WEIGHT) |
| Group 9  | CRAWLER/TRACK LOADERS (GREATER THAN 15,000 OPERATING WEIGHT)                     |
| Group 10 | WHEEL LOADERS                                                                    |
| Group 11 | SKID STEER LOADERS: WHEEL                                                        |
| Group 12 | BACKHOE LOADERS: WHEEL                                                           |
| Group 13 | INDUSTRIAL TRUCKS/FORKLIFTS                                                      |
| Group 14 | FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)              |
| Group 15 | POWER GENERATORS (EXCLUDES PORTABLE)                                             |

|          |                                                                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Group 16 | CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS) |
| Group 17 | GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS                                                                                                                    |
| Group 18 | SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS                                                                                                                    |

The Contract is intended to cover only those Commodities generally used by the State of Florida as listed and described herein and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine eligibility and accessibility of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List and Price Sheet.

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings or contract termination.**

### 3.2 Commodity Specifications and Standards

The Contractor shall ensure that all Commodities, including all Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section in this SOW), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of this SOW), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and/or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the



respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may use Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/subcontractor\\_dealer\\_reseller\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms).

### **3.3 Federal and State Standards**

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, whether as the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

### **3.4 Testing**

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

### **3.5 Warranty**

The Contractor shall ensure that the Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the acceptance section and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail.

### **3.6 Commodities Recall**

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

### **3.7 Commodity Compliance and Compatibility**

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following at no additional cost to the Customer:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components; or OEM Options, Parts, Accessories, and Implements Non-OEM Options, Parts, Accessories, and Implements; and
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

### **3.8 Commodities Title and Registration**

Construction and Industrial Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
  - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
  - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

### **3.9 Transportation and Delivery**

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 Calendar Day timeframe, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the Commodity is defined as receipt of the Commodity at the Customer's designated location. Delivery does not constitute the Customer's acceptance. See section 3.12, Acceptance, in this SOW. The Contractor shall give the ordering Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as determined by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity a maximum of three road miles, the self-propelled Commodity may be driven to the delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's Purchase Order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one each of the Manufacturer's lubrication and maintenance instructions;

8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

### **3.10 Price Quote Form**

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

### **3.11 Acknowledgement of Order Form**

For each order, the Contractor shall provide the ordering Customer with a fully completed Attachment 4, Acknowledgement of Order Form, within five Business Days of receiving the Customer's Order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the Order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within fourteen calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

### **3.12 Acceptance**

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; Contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and

Manufacturer's Window Sticker/Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from their obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

### **3.13 Installation**

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from

damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

### **3.14 Full-Service Repair Facilities**

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers “after warranty” service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

### **3.15 Holidays**

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year’s Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer, which will be detailed in the Customer’s order.

### **3.16 Purchasing Card**

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State’s P-Card. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State’s new P-Card platform within 30 calendar days of notification of such change.

### **3.17 Punchout Catalog and Electronic Invoicing**

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier’s Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

### 3.18 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

| Report                      | Period Covered         | Due Date                                     |
|-----------------------------|------------------------|----------------------------------------------|
| MFMP Transaction Fee Report | Calendar month         | 15 calendar days after the end of each month |
| Quarterly Sales Report      | State’s Fiscal Quarter | 30 calendar days after close of the period   |



|                                                                                                                   |                   |                                            |
|-------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------|
| Diversity Report (submitted to the Customer)                                                                      | State Fiscal Year | 30 Business Days after close of the period |
| Preferred Pricing Affidavit (in accordance with the Preferred Pricing section of the Special Contract Conditions) | Annual            | Contract Anniversary Date                  |

### 3.19 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

### 3.20 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format). Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

### 3.21 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

### 3.22 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

### 3.23 Business Review Meetings

To maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of the Contractor's performance;
- Review of minimum required reports;
- Addressing of any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

### 3.24 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

| Deliverable                                                               | Performance Metric                                                                      | Performance Due Date                                                                                        | Financial Consequence for Non-Performance                            |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Contractor will timely submit complete Quarterly Sales Reports            | All Quarterly Sales Reports will be submitted timely with the required information      | Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter | \$250 per Calendar Day late and not received by the Contract Manager |
| Contractor will timely submit complete MFMP Transaction Fee Reports       | All MFMP Transaction Fee Reports will be submitted timely with the required information | Reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month                | \$100 per Calendar Day late and not received by the Contract Manager |
| Contractor will provide accurate Price Quote Forms to Customers           | All Price Quote Forms will be provided to Customers with accurate information           | Upon Customer request                                                                                       | \$25 per order                                                       |
| Contractor will complete the Acknowledgement of Order Form for each order | All Acknowledgement of Order Forms will be provided to Customers                        | Within 5 business days of receiving the Customer's order                                                    | \$50 per occurrence                                                  |

**The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.**

### **3.25 MSRP List and Product Adjustments**

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Group for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the Price Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, MSRP List Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the MSRP List by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised Price Sheet, as described in the Price Sheet and Price Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

### **3.26 Price Sheet and Price Adjustments**

The Contractor shall submit a complete price sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;

- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the price sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised price sheet. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet for the Department's review and approval. Price adjustments should be submitted to the Contract Manager during the months of January or July.

Revised price sheets, regardless of whether the Contractor is adding products or updating existing product's MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the price sheet.

### **3.27 E-Verify**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public Contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any Contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.



## Attachment 4 Acknowledgement of Order Form

**ORDERING CUSTOMER:** Click or tap here to enter text.

**CONTACT PERSON:** Click or tap here to enter text.

**ADDRESS:** Click or tap here to enter text.

**CITY:** Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

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☒ **ORDER CONFIRMATION NOTIFICATION:**

Purchase Order Number Click or tap here to enter text. was received from the Customer on Click or tap here to enter text..

In accordance with State of Florida State Term Contract Number 22100000-21-STC, Construction and Industrial Equipment, the Acknowledgement of Order Form section in the Scope of Work, the order was placed with the Manufacturer on Click or tap here to enter text. and assigned the following Manufacturer's Production Number(s): Click or tap here to enter text..

We anticipate Delivery to your Delivery Location on or about Click or tap here to enter text..

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*For any correspondence, please reference your Purchase Order Number or the Production Number(s).*

**CONTRACTOR:** Click or tap here to enter text.

**ADDRESS:** Click or tap here to enter text.

**CITY:** Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ADDITIONAL COMMENTS (IF ANY):** Click or tap here to enter text.

**Note to Contractor:** This form must be accurately and completely completed with specific information, numbers, dates, signature, etc. Adjustments to the form or alternate forms are not acceptable. Submission of the Acknowledgement of Order Form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.



**CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

**This Contract Amendment** to Contract No. 22100000-21-STC ("Amendment") is made by and between the State of Florida, Department of Management Services ("Department") and Beard Equipment Company ("Contractor"), with its principal place of business located at 7566 West Tennessee Street, Tallahassee, FL 32304, collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into Contract No. 22100000-21-STC ("Contract") which became effective on July 1, 2021, for the provision of Construction and Industrial Equipment;

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9 Modification and Severability, of Attachment 1, Special Contract Conditions, to the Contract;

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Amendment.** The Contract shall be amended as follows:

**a. All references to the term "price sheet" throughout the Contract are hereby amended to read as "product sheet."**

**b. Section 5.4 Suspended, Convicted, and Discriminatory Vendor Lists, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:**

**5.4 Suspended, Convicted, Discriminatory, and Antitrust Violator Vendor Lists.**

In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

**c. Section 12.3 Inspection of Records, Papers, and Documents, of Attachment 1 Special Contract Conditions is hereby created with the following terms:**

**12.3 Inspection of Records, Papers, and Documents.**

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to



### **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**d. “Net Price” as defined in Section 2, Definitions of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

**Net Price** - The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly authorized within the Scope of Work.

Charges and fees in excess of those that existed at the inception of the Contract may be extended to the Customer only if the amount of the increase is attributable to changes in market conditions. Prior to extending any such charge or fee to the Customer, the Contractor must request the Customer's approval by submitting documentation and justification for extending the amount of the charge or fee. The Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g., Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to the Customer. The amount of the charge or fee extended to the Customer shall not exceed the difference between the amount of the charge or fee at the time the Contractor requests the Customer's approval and the amount of the charge or fee that existed at the inception of the Contract. The Customer may approve or deny the charge or fee request. If deemed necessary by the Customer or the Contractor, the request may be escalated to the Department by submitting the same documentation that was submitted to the Customer to the Contract Manager. The Department reserves the exclusive right to approve or deny the escalated charge or fee request. If the charge or fee request is denied, the Contractor may withdraw the PQF. After obtaining written approval to extend the charge or fee, the approved amount of the charge or fee must be listed separately on the PQF. The Contractor shall provide documentation of approval by the Customer or Department with the PQF that includes the charge or fee.

**e. The first paragraph of Section 3.9, Transportation and Delivery of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**





## **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

### **3.9 Transportation and Delivery**

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

**f. Section 3.10, Price Quote Form of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

#### **3.10 Price Quote Form**

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the current MSRP at the time of quote, the percent MSRP Discount as listed on the Product Group Discount Sheet and the Net Price must also be provided to the Customer. All Commodities and surcharges shall be itemized on the PQF and include applicable brand, model, and pricing information. The percent MSRP Discount shall not be less than the discount listed on the Product Group Discount Sheet. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater percent discount off MSRP.

**g. Section 3.13, Installation of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

#### **3.13 Installation**

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge (not applicable to Group 15: Power Generators). All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work



## **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**h. Section 3.25, MSRP List and Product Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

### **3.25 MSRP List and MSRP List Adjustments**

The Contractor shall submit a complete MSRP List that includes all Base Equipment; and OEM Options offered for each Manufacturer/-Brand Name and Group for which the Contractor received an award; the MSRP List may include OEM Parts, Accessories, and Implements and Non-OEM Options, Parts, Accessories, and Implements. The Commodities listed on the MSRP List must match the Commodities listed on the Product Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP at the time of submission. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter for any disputes as to the accuracy of the MSRP at the time a Price Quote Form is received by the requesting Customer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to and remove products from the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Revised MSRP Lists must be accompanied by a revised Product Sheet, as described in the 'Product Sheet and Product Sheet Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. Products removed must be discontinued and no longer available from the Manufacturer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

**i. Section 3.26, Price Sheet and Price Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

### **3.26 Product Sheet and Product Sheet Adjustments**

The Contractor shall submit a complete product sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The product sheet



### **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

is subject to the Department's approval. The product sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e., Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website; Construction and Industrial Equipment
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP Discount (as shown on the Product Group Discount Sheet for the Commodity type).

The Contractor may add products to the product sheet at any time during the life of the Contract by submitting a complete and revised product sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the product sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised product sheet, and shall include a revised MSRP List, as described in the "MSRP List and MSRP List Adjustments" section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

**II. Conflict.** Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

**III. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.



**CONTRACT AMENDMENT NO. 1**

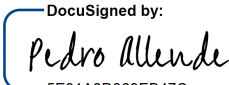
Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

**IN WITNESS WHEREOF**, the Parties agree to the terms and conditions of this Amendment and have executed it by their duly authorized representatives on the dates indicated below.

**State of Florida:**

Department of Management Services

By:    
 5E94A9D369EB47C...

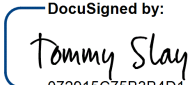
**Name:** Pedro Allende

**Title:** Secretary

**Date:** 9/13/2022 | 2:11 PM EDT

**Contractor:**

Beard Equipment Company

By:    
 072915C75B3B4D1...

**Name:** Tommy Slay

**Title:** Branch Manager

**Date:** 8/30/2022 | 4:14 PM EDT



**CONTRACT AMENDMENT NO.: 2**

Contract No.: 22100000-21-STC

Contract Name: Construction and Industrial Equipment

**This Contract Amendment No. 2** ("Amendment") to Contract No. 22100000-21-STC ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Beard Equipment Company ("Contractor"), with its principal place of business located at 3195 W Nine Mile Rd., Pensacola, FL 32534 collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract, effective on July 1, 2021 for the provision of Construction and Industrial Equipment;

**WHEREAS** the Parties agree to renew the Contract as provided for in Attachment 1, Special Contract Conditions (Florida), subsection 2.2, Renewal; and

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment 1, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Renewal.** The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of June 30, 2027.

**II. Contract Amendment.** Contract Attachment 8, Additional Special Contract Conditions (Florida), is hereby added in its entirety and incorporated by reference.

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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**CONTRACT AMENDMENT NO.: 2**

Contract No.: 22100000-21-STC

Contract Name: Construction and Industrial Equipment

**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

By: DocuSigned by:  
Tom Berger  
4840BB6423644E1...

**Name:** Tom Berger  
**Title:** Deputy Secretary of Business Operations  
**Date:** 12/19/2023 | 2:18 PM EST

**Contractor:**  
**Beard Equipment Company**

By: DocuSigned by:  
Garlon Rainey  
90DADE9C139247F...

**Name:** Garlon Rainey  
**Title:** VP Sales  
**Date:** 12/19/2023 | 1:52 PM EST



## **Attachment 8 ADDITIONAL SPECIAL CONTRACT CONDITIONS**

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.7 Transaction Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.



#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

#### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b)

programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group | Group Description                                                                                                                                                  | Commodity Code(s)     |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1     | EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)                                                                                                        | 22101526              |
| 2     | EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)                                                                                                      | 22101526              |
| 3     | EXCAVATORS: WHEEL AND TRUCK MOUNT                                                                                                                                  | 22101525              |
| 4     | MOTOR GRADERS AND MAINTAINERS                                                                                                                                      | 22101502              |
| 5     | COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL                                                                                                                    | 22101505,<br>22101511 |
| 6     | DOZERS: CRAWLER                                                                                                                                                    | 22101522              |
| 8     | COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS OPERATING WEIGHT)                                                                                    | 22101532              |
| 9     | CRAWLER/TRACK LOADERS (GREATER THAN 15,000 LBS OPERATING WEIGHT)                                                                                                   | 22101532              |
| 10    | WHEEL LOADERS                                                                                                                                                      | 22101528              |
| 11    | SKID STEER LOADERS: WHEEL                                                                                                                                          | 22101529              |
| 12    | BACKHOE LOADERS: WHEEL                                                                                                                                             | 22101509              |
| 13    | INDUSTRIAL TRUCKS/FORKLIFTS                                                                                                                                        | 24101500,<br>24101603 |
| 14    | FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)                                                                                                | 24101603,<br>22101800 |
| 15    | POWER GENERATORS (EXCLUDES PORTABLE)                                                                                                                               | 26111600              |
| 16    | CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS) | 22100000,<br>39112000 |
| 17    | GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS                                                                                                                    | 25181700              |
| 18    | SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS                                                                                                                    | 25181700              |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                           |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 1        | EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP) |                                          |                                           |                                                                               | 22101526                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                 | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                      | Clark Equipment Company                  | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                           | Trekker Tractor, LLC                     | 19.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                 | Ring Power Corporation                   | 15.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 8        | John Deere                                                  | Beard Equipment Company                  | 18.00%                                    | 10.00%                                                                        | 5.00%                                                                             |
| 11       | Kubota                                                      | Florida Coast Equipment, LLC             | 20.53%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 12       | Takeuchi                                                    | Alta Construction Equipment Florida, LLC | 19.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 13       | Volvo                                                       | Alta Construction Equipment Florida, LLC | 37.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 14       | New Holland                                                 | CNH Industrial America, LLC              | 28.00%                                    | 5.00%                                                                         | 0.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                             |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|---------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 2        | EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP) |                                          |                                           |                                                                               | 22101526                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                   | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                        | Clark Equipment Company                  | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                             | Trekker Tractor, LLC                     | 24.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                   | Ring Power Corporation                   | 15.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 8        | John Deere                                                    | Beard Equipment Company                  | 26.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 12       | Link-Belt                                                     | GS Equipment, Inc.                       | 35.00%                                    | 2.00%                                                                         | 2.00%                                                                             |
| 13       | Takeuchi                                                      | Alta Construction Equipment Florida, LLC | 19.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 14       | Volvo                                                         | Alta Construction Equipment Florida, LLC | 41.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                 |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 3        | EXCAVATORS: WHEEL AND TRUCK MOUNT |                                          |                                           |                                                                               | 22101525                                                                          |
| Line No. | Manufacturer/<br>Brand Name       | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Caterpillar                       | Ring Power Corporation                   | 20.00%                                    | 20.00%                                                                        | 5.00%                                                                             |
| 5        | John Deere                        | Beard Equipment Company                  | 34.00%                                    | 25.00%                                                                        | 5.00%                                                                             |
| 8        | Volvo                             | Alta Construction Equipment Florida, LLC | 40.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description             |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 4        | MOTOR GRADERS AND MAINTAINERS |                         |                                           |                                                                               | 22101502                                                                          |
| Line No. | Manufacturer/<br>Brand Name   | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction             | Trekker Tractor, LLC    | 21.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                   | Ring Power Corporation  | 27.00%                                    | 27.00%                                                                        | 5.00%                                                                             |
| 3        | John Deere                    | Beard Equipment Company | 32.00%                                    | 20.00%                                                                        | 5.00%                                                                             |
| 6        | LeeBoy                        | Beard Equipment Company | 3.00%                                     | 3.00%                                                                         | 3.00%                                                                             |



**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                               |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 5        | COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL |                                          |                                           |                                                                               | 22101505, 22101511                                                                |
| Line No. | Manufacturer/<br>Brand Name                     | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 2        | Caterpillar                                     | Ring Power Corporation                   | 17.00%                                    | 17.00%                                                                        | 5.00%                                                                             |
| 8        | Sakai                                           | GS Equipment, Inc.                       | 10.00%                                    | 2.00%                                                                         | 2.00%                                                                             |
| 9        | Volvo                                           | Alta Construction Equipment Florida, LLC | 36.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description           |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 6        | DOZERS: CRAWLER             |                         |                                           |                                                                               | 22101522                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction           | Trekker Tractor, LLC    | 19.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                 | Ring Power Corporation  | 18.00%                                    | 18.00%                                                                        | 5.00%                                                                             |
| 4        | John Deere                  | Beard Equipment Company | 17.00%                                    | 10.00%                                                                        | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                                               |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|---------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 8        | COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS OPERATING WEIGHT) |                                          |                                           |                                                                               | 22101532                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                                     | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                                          | Clark Equipment Company                  | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                                               | Trekker Tractor, LLC                     | 20.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                                     | Ring Power Corporation                   | 19.00%                                    | 19.00%                                                                        | 5.00%                                                                             |
| 6        | John Deere                                                                      | Beard Equipment Company                  | 22.00%                                    | 10.00%                                                                        | 5.00%                                                                             |
| 7        | Kubota                                                                          | Florida Coast Equipment, LLC             | 23.35%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 8        | New Holland                                                                     | CNH Industrial America, LLC              | 30.00%                                    | 5.00%                                                                         | 0.00%                                                                             |
| 9        | Takeuchi                                                                        | Alta Construction Equipment Florida, LLC | 19.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 10       | Vermeer                                                                         | Federal Contracts Corp                   | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                                |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|------------------------------------------------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 9        | CRAWLER/TRACK LOADERS (GREATER THAN 15,000 LBS OPERATING WEIGHT) |                         |                                           |                                                                               | 22101532                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                      | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                           | Clark Equipment Company | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                                | Trekker Tractor, LLC    | 20.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                      | Ring Power Corporation  | 19.00%                                    | 19.00%                                                                        | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description           |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 10       | WHEEL LOADERS               |                                          |                                           |                                                                               | 22101528                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction           | Trekker Tractor, LLC                     | 26.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                 | Ring Power Corporation                   | 18.00%                                    | 18.00%                                                                        | 5.00%                                                                             |
| 7        | John Deere                  | Beard Equipment Company                  | 27.00%                                    | 23.00%                                                                        | 5.00%                                                                             |
| 10       | Kubota                      | Florida Coast Equipment, LLC             | 23.26%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 11       | New Holland                 | CNH Industrial America, LLC              | 30.00%                                    | 5.00%                                                                         | 0.00%                                                                             |
| 13       | Volvo                       | Alta Construction Equipment Florida, LLC | 38.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description           |                              |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 11       | SKID STEER LOADERS: WHEEL   |                              |                                           |                                                                               | 22101529                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor                   | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                      | Clark Equipment Company      | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction           | Trekker Tractor, LLC         | 20.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                 | Ring Power Corporation       | 19.00%                                    | 19.00%                                                                        | 5.00%                                                                             |
| 7        | John Deere                  | Beard Equipment Company      | 22.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 9        | Kubota                      | Florida Coast Equipment, LLC | 22.46%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 10       | New Holland                 | CNH Industrial America, LLC  | 30.00%                                    | 5.00%                                                                         | 0.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description           |                              |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 12       | BACKHOE LOADERS: WHEEL      |                              |                                           |                                                                               | 22101509                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor                   | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction           | Trekker Tractor, LLC         | 25.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                 | Ring Power Corporation       | 20.00%                                    | 20.00%                                                                        | 5.00%                                                                             |
| 4        | John Deere                  | Beard Equipment Company      | 37.00%                                    | 25.00%                                                                        | 5.00%                                                                             |
| 5        | Kubota                      | Florida Coast Equipment, LLC | 15.50%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 6        | New Holland                 | CNH Industrial America, LLC  | 35.00%                                    | 5.00%                                                                         | 0.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description           |                        |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 13       | INDUSTRIAL TRUCKS/FORKLIFTS |                        |                                           |                                                                               | 24101500, 24101603                                                                |
| Line No. | Manufacturer/<br>Brand Name | Contractor             | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Caterpillar                 | Ring Power Corporation | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 6        | Mitsubishi                  | Ring Power Corporation | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 10       | Crown                       | Federal Contracts Corp | 5.00%                                     | 5.00%                                                                         | 1.00%                                                                             |



**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                                   |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|---------------------------------------------------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 14       | FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN) |                         |                                           |                                                                               | 24101603, 22101800                                                                |
| Line No. | Manufacturer/<br>Brand Name                                         | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                              | Clark Equipment Company | 24.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                                   | Trekker Tractor, LLC    | 19.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                         | Ring Power Corporation  | 23.00%                                    | 23.00%                                                                        | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                    |                        |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|--------------------------------------|------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 15       | POWER GENERATORS (EXCLUDES PORTABLE) |                        |                                           |                                                                               | 26111600                                                                          |
| Line No. | Manufacturer/<br>Brand Name          | Contractor             | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 2        | Caterpillar                          | Ring Power Corporation | 20.00%                                    | 10.00%                                                                        | 5.00%                                                                             |
| 13       | Multiquip                            | Federal Contracts Corp | 12.00%                                    | 12.00%                                                                        | 1.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                                                                                                                                  |                        |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 16       | CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS) |                        |                                           |                                                                               | 22100000, 39112000                                                                |
| Line No. | Manufacturer/<br>Brand Name                                                                                                                                        | Contractor             | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 4        | MultiQuip                                                                                                                                                          | Federal Contracts Corp | 2.00%                                     | 2.00%                                                                         | 1.00%                                                                             |
| 7        | Absolute E-Z Up                                                                                                                                                    | Federal Contracts Corp | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |
| 8        | Atlas Copco                                                                                                                                                        | Federal Contracts Corp | 8.00%                                     | 8.00%                                                                         | 1.00%                                                                             |
| 14       | Signal Power                                                                                                                                                       | Federal Contracts Corp | 5.00%                                     | 5.00%                                                                         | 1.00%                                                                             |
| 15       | Ver-Mac                                                                                                                                                            | Federal Contracts Corp | 3.00%                                     | 3.00%                                                                         | 1.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                               |                                                                      |                                            |                                                                                | Commodity Code(s)                                                                  |
|----------|-------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 17       | GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS |                                                                      |                                            |                                                                                | 25181700                                                                           |
| Line No. | Manufacturer/<br>Brand Name                     | Contractor                                                           | Base Equipment MSRP<br>Discount [###.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [###.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [###.###%] |
| 1        | Big Tex                                         | Rick Croft Enterprises, Inc. dba Texas Trailers<br>Sales and Service | 5.00%                                      | 5.00%                                                                          | 5.00%                                                                              |
| 4        | Felling Trailers                                | Federal Contracts Corp                                               | 1.00%                                      | 1.00%                                                                          | 1.00%                                                                              |
| 8        | Tow Master                                      | Ring Power Corporation                                               | 3.00%                                      | 3.00%                                                                          | 0.00%                                                                              |
| 9        | Trail King                                      | Alta Construction Equipment Florida, LLC                             | 3.00%                                      | 5.00%                                                                          | 5.00%                                                                              |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                               |                                                                   |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 18       | SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS |                                                                   |                                           |                                                                               | 25181700                                                                          |
| Line No. | Manufacturer/<br>Brand Name                     | Contractor                                                        | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Big Tex                                         | Rick Croft Enterprises, Inc. dba Texas Trailers Sales and Service | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 3        | Felling Trailers                                | Federal Contracts Corp                                            | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |
| 7        | Texas Trailers                                  | Rick Croft Enterprises, Inc. dba Texas Trailers Sales and Service | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 8        | Towmaster Trailers                              | Ring Power Corporation                                            | 3.00%                                     | 3.00%                                                                         | 0.00%                                                                             |
| 10       | Cargo Mate                                      | Rick Croft Enterprises, Inc. dba Texas Trailers Sales and Service | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 11       | Thunder Creek                                   | Federal Contracts Corp                                            | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |



# CITY OF CLERMONT

## AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                             |                                |
| Piggyback Term Contract<br><i>Construction and Industrial Equipment Rental</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                             |                                |
| Approval to piggyback the State of Florida, Department of Management Services Term Contract No. 22100000-21-STC with Ring Power Corporation for construction and industrial equipment rental services in accordance with the City of Clermont's Procurement Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                             |                                |
| <p>The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action.</p> <p>At the request of the Public Services Department, the Procurement Services Department identified the State of Florida, Department of Management Services Term Contract No. 22100000-21-STC, as a suitable procurement vehicle for construction and industrial equipment rental. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process.</p> <p>The contract includes an initial two-year agreement, with a start date of September 10, 2025. The estimated contract value for the initial term is more than \$50,000. This contract will provide emergency construction and industrial equipment rental services during the hurricane season and other emergency-related events. Funding will be determined on a project-by-project basis by the respective departments and allocated from the Rentals-Equipment Fund, Object Code 54400.</p> <p>Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.</p> <p>Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.</p> |                                             |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                             |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                             |                                |
| Funding will be determined on a project-by-project basis by the respective departments and allocated from the Rentals-Equipment Fund, Object Code 54400. Actual costs are dependent on need during a storm or other emergency-related events.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                             |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Fund Number and Description</b>          | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                                |
| 1. Ring Power Agreement 22100000-21-STC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Ring Power Agreement 22100000-21-STC.pdf    |                                |
| 2. Ring Power Product Group Discount Sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Ring Power Product Group Discount Sheet.pdf |                                |



**State Term Contract  
No. 22100000-21-STC  
Construction and Industrial Equipment**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Ring Power Corporation** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2021, or on the last date, it is signed by all Parties, whichever is later. The Contract shall expire on June 30, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Attachment 1, Special Contract Conditions
- b) Attachment 2, Scope of Work
- c) Attachment 3, Price Quote Form
- d) Attachment 4, Acknowledgement of Order
- e) Attachment 5, Preferred Pricing Affidavit
- f) Attachment 6, Contractor’s Submitted Product Group Discount
- g) Attachment 7, Price Sheet

#### IV. Contract Management.

**Department's Contract Manager:**

Shaveon Nelson  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-1214  
Email: [Shaveon.Nelson@dms.fl.gov](mailto:Shaveon.Nelson@dms.fl.gov)

**Contractor's Contract Manager:**

Sarah Griffith  
Ring Power Corporation  
500 World Commerce Parkway  
St. Augustine, Florida 32092  
Telephone: (904) 737-7730  
Email: [Sarah.Griffith@Ringpower.com](mailto:Sarah.Griffith@Ringpower.com)

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**CONTRACTOR  
RING POWER CORPORATION**

DocuSigned by:

*Alan Thomas*

4E45797270AE4B9

**Alan Thomas  
Vice President,  
Governmental Sales Manager**

6/8/2021 | 7:51 AM PDT

**Date:**

**STATE OF FLORIDA,  
DEPARTMENT OF  
MANAGEMENT SERVICES**

DocuSigned by:

*Tami Fillyaw*

001460A311404A3...

**Tami Fillyaw  
Chief of Staff**

6/9/2021 | 9:26 AM EDT

**Date:**



# ATTACHMENT 1

## SPECIAL CONTRACT CONDITIONS

### JULY 1, 2019 VERSION

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.



#### 6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

#### 6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

#### 6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

#### 6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

#### 7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

#### 7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

## **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### **10.1 Gratuities.**

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### **10.2 Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### **10.3 Communications.**

#### **10.3.1 Contractor Communication or Disclosure.**

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### **10.3.2 Use of Customer Statements.**

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;



- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

## **Attachment 2**

### **Scope of Work**

#### **1. Purpose**

To provide Customers with Construction and Industrial Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

#### **2. Definitions**

All definitions apply in both their singular and plural context.

**Accessory** – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**Base Equipment** – A Manufacturer's base Construction and Industrial Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number, or catalog number.

**Business Day** – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

**Commodity** – As defined in section 287.012, F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Construction and Industrial Equipment."

**Commodity Code** – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

**Confidential Information** – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

**Contract** – The written agreement between the Department and the Contractor. A Contractor can be a Manufacturer or a Dealer.

**Contract Manager** – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

**Contractor** – A Vendor that enters a Contract with the Department.

**Customer** – A State agency or Eligible User.

**Dealer** – A Manufacturer’s certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to the Contract. Dealers may be Contractor owned and controlled in whole or in part or independently owned and controlled.

**Department** – The Department of Management Services, a State agency.

**Eligible User** – As defined in Rule 60A-1.001(2), F.A.C.

**Group** – A series of Commodities with applicable Commodity Codes which are described in the Description of Scope section in the Scope of Work.

**Implement** – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**Manufacturer** – The producer or provider of Construction and Industrial Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

**Manufacturer’s Suggested Retail Price (MSRP)** – The MSRP represents the Manufacturer’s recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities without benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

**MSRP Credit** – The MSRP price of OEM and Non-OEM Options, Parts, Accessories or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

**MSRP List** – The Manufacturer’s Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer’s Annual U.S. Price Book; and
- Manufacturer’s official website or dealer software.

**Net Price** – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s) and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer.

**Non-OEM** – Produced by a manufacturer or party other than the OEM.

**Option** – Options requested by the Customer specifically for the Construction and Industrial Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by

the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**Original Equipment Manufacturer (OEM)** – The original Manufacturer of a Commodity.

**Part** – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

**State** – The State of Florida.

### 3. Scope of Work

#### 3.1 Description of Scope

The Commodities (including Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract) shall be classified under the following Groups:

| Group    | Group Description                                                                |
|----------|----------------------------------------------------------------------------------|
| Group 1  | EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)                      |
| Group 2  | EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)                    |
| Group 3  | EXCAVATORS: WHEEL AND TRUCK MOUNT                                                |
| Group 4  | MOTOR GRADERS AND MAINTAINERS                                                    |
| Group 5  | COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL                                  |
| Group 6  | DOZERS: CRAWLER                                                                  |
| Group 7  | DOZERS: WHEEL                                                                    |
| Group 8  | COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS. OPERATING WEIGHT) |
| Group 9  | CRAWLER/TRACK LOADERS (GREATER THAN 15,000 OPERATING WEIGHT)                     |
| Group 10 | WHEEL LOADERS                                                                    |
| Group 11 | SKID STEER LOADERS: WHEEL                                                        |
| Group 12 | BACKHOE LOADERS: WHEEL                                                           |
| Group 13 | INDUSTRIAL TRUCKS/FORKLIFTS                                                      |
| Group 14 | FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)              |
| Group 15 | POWER GENERATORS (EXCLUDES PORTABLE)                                             |

|          |                                                                                                                                                                    |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Group 16 | CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS) |
| Group 17 | GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS                                                                                                                    |
| Group 18 | SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS                                                                                                                    |

The Contract is intended to cover only those Commodities generally used by the State of Florida as listed and described herein and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine eligibility and accessibility of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List and Price Sheet.

**Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings or contract termination.**

### 3.2 Commodity Specifications and Standards

The Contractor shall ensure that all Commodities, including all Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section in this SOW), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of this SOW), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and/or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contractor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the

respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may use Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/subcontractor\\_dealer\\_reseller\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms).

### **3.3 Federal and State Standards**

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, whether as the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

### **3.4 Testing**

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

### **3.5 Warranty**

The Contractor shall ensure that the Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the acceptance section and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail.

### **3.6 Commodities Recall**

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

### **3.7 Commodity Compliance and Compatibility**

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following at no additional cost to the Customer:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components; or OEM Options, Parts, Accessories, and Implements Non-OEM Options, Parts, Accessories, and Implements; and
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense.

### **3.8 Commodities Title and Registration**

Construction and Industrial Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the Commodity upon delivery, and the

Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
  - a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
  - b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

### **3.9 Transportation and Delivery**

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 Calendar Day timeframe, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the Commodity is defined as receipt of the Commodity at the Customer's designated location. Delivery does not constitute the Customer's acceptance. See section 3.12, Acceptance, in this SOW. The Contractor shall give the ordering Customer a minimum of one



Business Day notice prior to delivery. Commodities shall be delivered as determined by the Customer.

The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity a maximum of three road miles, the self-propelled Commodity may be driven to the delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's Purchase Order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;

7. Manufacturer's Operator Manual, and (if not included in the operator manual) one each of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

### **3.10 Price Quote Form**

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

### **3.11 Acknowledgement of Order Form**

For each order, the Contractor shall provide the ordering Customer with a fully completed Attachment 4, Acknowledgement of Order Form, within five Business Days of receiving the Customer's Order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the Order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within fourteen calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

### **3.12 Acceptance**

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; Contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and Manufacturer's Window Sticker/Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from their obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

### **3.13 Installation**

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the

installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

### **3.14 Full-Service Repair Facilities**

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

### **3.15 Holidays**

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer, which will be detailed in the Customer's order.

### **3.16 Purchasing Card**

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

### **3.17 Punchout Catalog and Electronic Invoicing**

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded

under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)  
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

### **3.18 Contract Reporting**

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

| Report | Period Covered | Due Date |
|--------|----------------|----------|
|--------|----------------|----------|

|                                                                                                                   |                        |                                              |
|-------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------------|
| MFMP Transaction Fee Report                                                                                       | Calendar month         | 15 calendar days after the end of each month |
| Quarterly Sales Report                                                                                            | State's Fiscal Quarter | 30 calendar days after close of the period   |
| Diversity Report (submitted to the Customer)                                                                      | State Fiscal Year      | 30 Business Days after close of the period   |
| Preferred Pricing Affidavit (in accordance with the Preferred Pricing section of the Special Contract Conditions) | Annual                 | Contract Anniversary Date                    |

### 3.19 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: [VendorHelp@myfloridamarketplace.com](mailto:VendorHelp@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

### 3.20 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format). Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

### 3.21 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

### 3.22 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

### 3.23 Business Review Meetings

To maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of the Contractor's performance;
- Review of minimum required reports;
- Addressing of any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

### 3.24 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

| Deliverable                                                         | Performance Metric                                                                      | Performance Due Date                                                                                        | Financial Consequence for Non-Performance                            |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Contractor will timely submit complete Quarterly Sales Reports      | All Quarterly Sales Reports will be submitted timely with the required information      | Reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter | \$250 per Calendar Day late and not received by the Contract Manager |
| Contractor will timely submit complete MFMP Transaction Fee Reports | All MFMP Transaction Fee Reports will be submitted timely with the required information | Reports are due on or before the 15 <sup>th</sup> calendar day after the close of each month                | \$100 per Calendar Day late and not received by the Contract Manager |
| Contractor will provide accurate Price Quote Forms to Customers     | All Price Quote Forms will be provided to Customers with accurate information           | Upon Customer request                                                                                       | \$25 per order                                                       |
| Contractor will complete the Acknowledgement of                     | All Acknowledgement of Order Forms will be provided to Customers                        | Within 5 business days of receiving the Customer's order                                                    | \$50 per occurrence                                                  |

|                           |  |  |  |
|---------------------------|--|--|--|
| Order Form for each order |  |  |  |
|---------------------------|--|--|--|

**The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.**

### **3.25 MSRP List and Product Adjustments**

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Group for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the Price Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, MSRP List Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the MSRP List by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised Price Sheet, as described in the Price Sheet and Price Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

### **3.26 Price Sheet and Price Adjustments**

The Contractor shall submit a complete price sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:



- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the price sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised price sheet. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet for the Department's review and approval. Price adjustments should be submitted to the Contract Manager during the months of January or July.

Revised price sheets, regardless of whether the Contractor is adding products or updating existing product's MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the price sheet.

### **3.27 E-Verify**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public

Contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any Contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.



## Attachment 4 Acknowledgement of Order Form

**ORDERING CUSTOMER:** Click or tap here to enter text.

**CONTACT PERSON:** Click or tap here to enter text.

**ADDRESS:** Click or tap here to enter text.

**CITY:** Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

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☒ **ORDER CONFIRMATION NOTIFICATION:**

Purchase Order Number Click or tap here to enter text. was received from the Customer on Click or tap here to enter text..

In accordance with State of Florida State Term Contract Number 22100000-21-STC, Construction and Industrial Equipment, the Acknowledgement of Order Form section in the Scope of Work, the order was placed with the Manufacturer on Click or tap here to enter text. and assigned the following Manufacturer's Production Number(s): Click or tap here to enter text..

We anticipate Delivery to your Delivery Location on or about Click or tap here to enter text..

---

*For any correspondence, please reference your Purchase Order Number or the Production Number(s).*

**CONTRACTOR:** Click or tap here to enter text.

**ADDRESS:** Click or tap here to enter text.

**CITY:** Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

**SIGNATURE:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ADDITIONAL COMMENTS (IF ANY):** Click or tap here to enter text.

**Note to Contractor:** This form must be accurately and completely completed with specific information, numbers, dates, signature, etc. Adjustments to the form or alternate forms are not acceptable. Submission of the Acknowledgement of Order Form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.



**CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

**This Contract Amendment** to Contract No. 22100000-21-STC ("Amendment") is made by and between the State of Florida, Department of Management Services ("Department") and Ring Power Corporation ("Contractor"), with its principal place of business located at 10421 Fern Hill Drive, Riverview, FL 33578, collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into Contract No. 22100000-21-STC ("Contract") which became effective on July 1, 2021, for the provision of Construction and Industrial Equipment;

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9 Modification and Severability, of Attachment 1, Special Contract Conditions, to the Contract;

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Amendment.** The Contract shall be amended as follows:

**a. All references to the term "price sheet" throughout the Contract are hereby amended to read as "product sheet."**

**b. Section 5.4 Suspended, Convicted, and Discriminatory Vendor Lists, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:**

**5.4 Suspended, Convicted, Discriminatory, and Antitrust Violator Vendor Lists.**

In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

**c. Section 12.3 Inspection of Records, Papers, and Documents, of Attachment 1 Special Contract Conditions is hereby created with the following terms:**

**12.3 Inspection of Records, Papers, and Documents.**

In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to



### **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**d. “Net Price” as defined in Section 2, Definitions of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

**Net Price** - The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly authorized within the Scope of Work.

Charges and fees in excess of those that existed at the inception of the Contract may be extended to the Customer only if the amount of the increase is attributable to changes in market conditions. Prior to extending any such charge or fee to the Customer, the Contractor must request the Customer's approval by submitting documentation and justification for extending the amount of the charge or fee. The Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g., Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to the Customer. The amount of the charge or fee extended to the Customer shall not exceed the difference between the amount of the charge or fee at the time the Contractor requests the Customer's approval and the amount of the charge or fee that existed at the inception of the Contract. The Customer may approve or deny the charge or fee request. If deemed necessary by the Customer or the Contractor, the request may be escalated to the Department by submitting the same documentation that was submitted to the Customer to the Contract Manager. The Department reserves the exclusive right to approve or deny the escalated charge or fee request. If the charge or fee request is denied, the Contractor may withdraw the PQF. After obtaining written approval to extend the charge or fee, the approved amount of the charge or fee must be listed separately on the PQF. The Contractor shall provide documentation of approval by the Customer or Department with the PQF that includes the charge or fee.

**e. The first paragraph of Section 3.9, Transportation and Delivery of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**



## **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

### **3.9 Transportation and Delivery**

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

**f. Section 3.10, Price Quote Form of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

#### **3.10 Price Quote Form**

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the current MSRP at the time of quote, the percent MSRP Discount as listed on the Product Group Discount Sheet and the Net Price must also be provided to the Customer. All Commodities and surcharges shall be itemized on the PQF and include applicable brand, model, and pricing information. The percent MSRP Discount shall not be less than the discount listed on the Product Group Discount Sheet. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater percent discount off MSRP.

**g. Section 3.13, Installation of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

#### **3.13 Installation**

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge (not applicable to Group 15: Power Generators). All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work



## **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**h. Section 3.25, MSRP List and Product Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

### **3.25 MSRP List and MSRP List Adjustments**

The Contractor shall submit a complete MSRP List that includes all Base Equipment; and OEM Options offered for each Manufacturer/-Brand Name and Group for which the Contractor received an award; the MSRP List may include OEM Parts, Accessories, and Implements and Non-OEM Options, Parts, Accessories, and Implements. The Commodities listed on the MSRP List must match the Commodities listed on the Product Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP at the time of submission. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter for any disputes as to the accuracy of the MSRP at the time a Price Quote Form is received by the requesting Customer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to and remove products from the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Revised MSRP Lists must be accompanied by a revised Product Sheet, as described in the 'Product Sheet and Product Sheet Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. Products removed must be discontinued and no longer available from the Manufacturer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

**i. Section 3.26, Price Sheet and Price Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:**

### **3.26 Product Sheet and Product Sheet Adjustments**

The Contractor shall submit a complete product sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The product sheet





### **CONTRACT AMENDMENT NO. 1**

Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

is subject to the Department's approval. The product sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e., Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website; Construction and Industrial Equipment
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP Discount (as shown on the Product Group Discount Sheet for the Commodity type).

The Contractor may add products to the product sheet at any time during the life of the Contract by submitting a complete and revised product sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the product sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised product sheet, and shall include a revised MSRP List, as described in the "MSRP List and MSRP List Adjustments" section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

**II. Conflict.** Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

**III. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.



**CONTRACT AMENDMENT NO. 1**

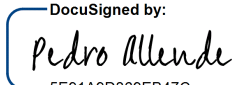
Contract No. 22100000-21-STC

Contract Name: Construction and Industrial Equipment

**IN WITNESS WHEREOF**, the Parties agree to the terms and conditions of this Amendment and have executed it by their duly authorized representatives on the dates indicated below.

**State of Florida:**

Department of Management Services

By:  5E91A9D369EB47C...

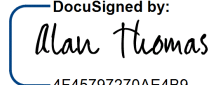
**Name:** Pedro Allende

**Title:** Secretary

**Date:** 9/16/2022 | 10:01 AM EDT

**Contractor:**

Ring Power Corporation

By:  4F45797270AE4B9...

**Name:** Alan Thomas

**Title:** VP/Governmental Sales Director

**Date:** 8/22/2022 | 10:31 AM EDT



**CONTRACT AMENDMENT NO.: 2**

Contract No.: 22100000-21-STC

Contract Name: Construction and Industrial Equipment

**This Contract Amendment No. 2** ("Amendment") to Contract No. 22100000-21-STC ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Ring Power Corporation ("Contractor"), with its principal place of business located at 500 World Commerce Pkwy., St. Augustine, FL 32092 collectively referred to herein as the "Parties."

**WHEREAS** the Parties entered into the Contract, effective on July 1, 2021 for the provision of Construction and Industrial Equipment;

**WHEREAS** the Parties agree to renew the Contract as provided for in Attachment 1, Special Contract Conditions (Florida), subsection 2.2, Renewal; and

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment 1, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

**ACCORDINGLY**, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

**I. Contract Renewal.** The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of June 30, 2027.

**II. Contract Amendment.** Contract Attachment 8, Additional Special Contract Conditions (Florida), is hereby added in its entirety and incorporated by reference.

**III. Warranty of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**IV. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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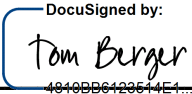
**CONTRACT AMENDMENT NO.: 2**

Contract No.: 22100000-21-STC

Contract Name: Construction and Industrial Equipment

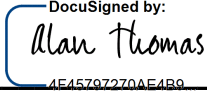
**IN WITNESS WHEREOF**, the Parties have executed this Amendment by their duly authorized representatives.

**State of Florida:**  
**Department of Management Services**

By:  4840BB6423644E1...

**Name:** Tom Berger  
**Title:** Deputy Secretary of Business Operations  
**Date:** 12/15/2023 | 11:52 AM EST

**Contractor:**  
**Ring Power Corporation**

By:  4E45797270AE4B9

**Name:** Alan Thomas  
**Title:** VP/Governmental Sales Director  
**Date:** 12/15/2023 | 10:11 AM EST



## **Attachment 8**

### **ADDITIONAL SPECIAL CONTRACT CONDITIONS**

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

#### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.7 Transaction Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

#### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b)



programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group | Group Description                                                                                                                                                  | Commodity Code(s)     |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1     | EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)                                                                                                        | 22101526              |
| 2     | EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)                                                                                                      | 22101526              |
| 3     | EXCAVATORS: WHEEL AND TRUCK MOUNT                                                                                                                                  | 22101525              |
| 4     | MOTOR GRADERS AND MAINTAINERS                                                                                                                                      | 22101502              |
| 5     | COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL                                                                                                                    | 22101505,<br>22101511 |
| 6     | DOZERS: CRAWLER                                                                                                                                                    | 22101522              |
| 8     | COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS OPERATING WEIGHT)                                                                                    | 22101532              |
| 9     | CRAWLER/TRACK LOADERS (GREATER THAN 15,000 LBS OPERATING WEIGHT)                                                                                                   | 22101532              |
| 10    | WHEEL LOADERS                                                                                                                                                      | 22101528              |
| 11    | SKID STEER LOADERS: WHEEL                                                                                                                                          | 22101529              |
| 12    | BACKHOE LOADERS: WHEEL                                                                                                                                             | 22101509              |
| 13    | INDUSTRIAL TRUCKS/FORKLIFTS                                                                                                                                        | 24101500,<br>24101603 |
| 14    | FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)                                                                                                | 24101603,<br>22101800 |
| 15    | POWER GENERATORS (EXCLUDES PORTABLE)                                                                                                                               | 26111600              |
| 16    | CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS) | 22100000,<br>39112000 |
| 17    | GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS                                                                                                                    | 25181700              |
| 18    | SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS                                                                                                                    | 25181700              |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                                           |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 1        | EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP) |                                          |                                           |                                                                               | 22101526                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                 | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                      | Clark Equipment Company                  | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                           | Trekker Tractor, LLC                     | 19.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                 | Ring Power Corporation                   | 15.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 8        | John Deere                                                  | Beard Equipment Company                  | 18.00%                                    | 10.00%                                                                        | 5.00%                                                                             |
| 11       | Kubota                                                      | Florida Coast Equipment, LLC             | 20.53%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 12       | Takeuchi                                                    | Alta Construction Equipment Florida, LLC | 19.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 13       | Volvo                                                       | Alta Construction Equipment Florida, LLC | 37.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 14       | New Holland                                                 | CNH Industrial America, LLC              | 28.00%                                    | 5.00%                                                                         | 0.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                                             |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|---------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 2        | EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP) |                                          |                                           |                                                                               | 22101526                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                   | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                        | Clark Equipment Company                  | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                             | Trekker Tractor, LLC                     | 24.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                   | Ring Power Corporation                   | 15.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 8        | John Deere                                                    | Beard Equipment Company                  | 26.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 12       | Link-Belt                                                     | GS Equipment, Inc.                       | 35.00%                                    | 2.00%                                                                         | 2.00%                                                                             |
| 13       | Takeuchi                                                      | Alta Construction Equipment Florida, LLC | 19.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 14       | Volvo                                                         | Alta Construction Equipment Florida, LLC | 41.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                 |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 3        | EXCAVATORS: WHEEL AND TRUCK MOUNT |                                          |                                           |                                                                               | 22101525                                                                          |
| Line No. | Manufacturer/<br>Brand Name       | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Caterpillar                       | Ring Power Corporation                   | 20.00%                                    | 20.00%                                                                        | 5.00%                                                                             |
| 5        | John Deere                        | Beard Equipment Company                  | 34.00%                                    | 25.00%                                                                        | 5.00%                                                                             |
| 8        | Volvo                             | Alta Construction Equipment Florida, LLC | 40.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description             |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 4        | MOTOR GRADERS AND MAINTAINERS |                         |                                           |                                                                               | 22101502                                                                          |
| Line No. | Manufacturer/<br>Brand Name   | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction             | Trekker Tractor, LLC    | 21.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                   | Ring Power Corporation  | 27.00%                                    | 27.00%                                                                        | 5.00%                                                                             |
| 3        | John Deere                    | Beard Equipment Company | 32.00%                                    | 20.00%                                                                        | 5.00%                                                                             |
| 6        | LeeBoy                        | Beard Equipment Company | 3.00%                                     | 3.00%                                                                         | 3.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                               |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 5        | COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL |                                          |                                           |                                                                               | 22101505, 22101511                                                                |
| Line No. | Manufacturer/<br>Brand Name                     | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 2        | Caterpillar                                     | Ring Power Corporation                   | 17.00%                                    | 17.00%                                                                        | 5.00%                                                                             |
| 8        | Sakai                                           | GS Equipment, Inc.                       | 10.00%                                    | 2.00%                                                                         | 2.00%                                                                             |
| 9        | Volvo                                           | Alta Construction Equipment Florida, LLC | 36.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description           |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 6        | DOZERS: CRAWLER             |                         |                                           |                                                                               | 22101522                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction           | Trekker Tractor, LLC    | 19.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                 | Ring Power Corporation  | 18.00%                                    | 18.00%                                                                        | 5.00%                                                                             |
| 4        | John Deere                  | Beard Equipment Company | 17.00%                                    | 10.00%                                                                        | 5.00%                                                                             |



**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                                                               |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|---------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 8        | COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS OPERATING WEIGHT) |                                          |                                           |                                                                               | 22101532                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                                     | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                                          | Clark Equipment Company                  | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                                               | Trekker Tractor, LLC                     | 20.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                                     | Ring Power Corporation                   | 19.00%                                    | 19.00%                                                                        | 5.00%                                                                             |
| 6        | John Deere                                                                      | Beard Equipment Company                  | 22.00%                                    | 10.00%                                                                        | 5.00%                                                                             |
| 7        | Kubota                                                                          | Florida Coast Equipment, LLC             | 23.35%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 8        | New Holland                                                                     | CNH Industrial America, LLC              | 30.00%                                    | 5.00%                                                                         | 0.00%                                                                             |
| 9        | Takeuchi                                                                        | Alta Construction Equipment Florida, LLC | 19.00%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 10       | Vermeer                                                                         | Federal Contracts Corp                   | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                                |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|------------------------------------------------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 9        | CRAWLER/TRACK LOADERS (GREATER THAN 15,000 LBS OPERATING WEIGHT) |                         |                                           |                                                                               | 22101532                                                                          |
| Line No. | Manufacturer/<br>Brand Name                                      | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                           | Clark Equipment Company | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                                | Trekker Tractor, LLC    | 20.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                      | Ring Power Corporation  | 19.00%                                    | 19.00%                                                                        | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description           |                                          |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 10       | WHEEL LOADERS               |                                          |                                           |                                                                               | 22101528                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor                               | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction           | Trekker Tractor, LLC                     | 26.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                 | Ring Power Corporation                   | 18.00%                                    | 18.00%                                                                        | 5.00%                                                                             |
| 7        | John Deere                  | Beard Equipment Company                  | 27.00%                                    | 23.00%                                                                        | 5.00%                                                                             |
| 10       | Kubota                      | Florida Coast Equipment, LLC             | 23.26%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 11       | New Holland                 | CNH Industrial America, LLC              | 30.00%                                    | 5.00%                                                                         | 0.00%                                                                             |
| 13       | Volvo                       | Alta Construction Equipment Florida, LLC | 38.00%                                    | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description           |                              |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 11       | SKID STEER LOADERS: WHEEL   |                              |                                           |                                                                               | 22101529                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor                   | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                      | Clark Equipment Company      | 32.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction           | Trekker Tractor, LLC         | 20.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                 | Ring Power Corporation       | 19.00%                                    | 19.00%                                                                        | 5.00%                                                                             |
| 7        | John Deere                  | Beard Equipment Company      | 22.00%                                    | 15.00%                                                                        | 5.00%                                                                             |
| 9        | Kubota                      | Florida Coast Equipment, LLC | 22.46%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 10       | New Holland                 | CNH Industrial America, LLC  | 30.00%                                    | 5.00%                                                                         | 0.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description           |                              |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 12       | BACKHOE LOADERS: WHEEL      |                              |                                           |                                                                               | 22101509                                                                          |
| Line No. | Manufacturer/<br>Brand Name | Contractor                   | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Case Construction           | Trekker Tractor, LLC         | 25.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 2        | Caterpillar                 | Ring Power Corporation       | 20.00%                                    | 20.00%                                                                        | 5.00%                                                                             |
| 4        | John Deere                  | Beard Equipment Company      | 37.00%                                    | 25.00%                                                                        | 5.00%                                                                             |
| 5        | Kubota                      | Florida Coast Equipment, LLC | 15.50%                                    | 5.00%                                                                         | 5.00%                                                                             |
| 6        | New Holland                 | CNH Industrial America, LLC  | 35.00%                                    | 5.00%                                                                         | 0.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description           |                        |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-----------------------------|------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 13       | INDUSTRIAL TRUCKS/FORKLIFTS |                        |                                           |                                                                               | 24101500, 24101603                                                                |
| Line No. | Manufacturer/<br>Brand Name | Contractor             | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Caterpillar                 | Ring Power Corporation | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 6        | Mitsubishi                  | Ring Power Corporation | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 10       | Crown                       | Federal Contracts Corp | 5.00%                                     | 5.00%                                                                         | 1.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                                                   |                         |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|---------------------------------------------------------------------|-------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 14       | FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN) |                         |                                           |                                                                               | 24101603, 22101800                                                                |
| Line No. | Manufacturer/<br>Brand Name                                         | Contractor              | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Bobcat                                                              | Clark Equipment Company | 24.00%                                    | 10.00%                                                                        | 0.00%                                                                             |
| 2        | Case Construction                                                   | Trekker Tractor, LLC    | 19.00%                                    | 10.00%                                                                        | 10.00%                                                                            |
| 3        | Caterpillar                                                         | Ring Power Corporation  | 23.00%                                    | 23.00%                                                                        | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                    |                        |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|--------------------------------------|------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 15       | POWER GENERATORS (EXCLUDES PORTABLE) |                        |                                           |                                                                               | 26111600                                                                          |
| Line No. | Manufacturer/<br>Brand Name          | Contractor             | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 2        | Caterpillar                          | Ring Power Corporation | 20.00%                                    | 10.00%                                                                        | 5.00%                                                                             |
| 13       | Multiquip                            | Federal Contracts Corp | 12.00%                                    | 12.00%                                                                        | 1.00%                                                                             |



**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                                                                                                                                                  |                        |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 16       | CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS) |                        |                                           |                                                                               | 22100000, 39112000                                                                |
| Line No. | Manufacturer/<br>Brand Name                                                                                                                                        | Contractor             | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 4        | MultiQuip                                                                                                                                                          | Federal Contracts Corp | 2.00%                                     | 2.00%                                                                         | 1.00%                                                                             |
| 7        | Absolute E-Z Up                                                                                                                                                    | Federal Contracts Corp | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |
| 8        | Atlas Copco                                                                                                                                                        | Federal Contracts Corp | 8.00%                                     | 8.00%                                                                         | 1.00%                                                                             |
| 14       | Signal Power                                                                                                                                                       | Federal Contracts Corp | 5.00%                                     | 5.00%                                                                         | 1.00%                                                                             |
| 15       | Ver-Mac                                                                                                                                                            | Federal Contracts Corp | 3.00%                                     | 3.00%                                                                         | 1.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)  
Product Group Discount Sheet**

| Group    | Group Description                               |                                                                   |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 17       | GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS |                                                                   |                                           |                                                                               | 25181700                                                                          |
| Line No. | Manufacturer/<br>Brand Name                     | Contractor                                                        | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Big Tex                                         | Rick Croft Enterprises, Inc. dba Texas Trailers Sales and Service | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 4        | Felling Trailers                                | Federal Contracts Corp                                            | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |
| 8        | Tow Master                                      | Ring Power Corporation                                            | 3.00%                                     | 3.00%                                                                         | 0.00%                                                                             |
| 9        | Trail King                                      | Alta Construction Equipment Florida, LLC                          | 3.00%                                     | 5.00%                                                                         | 5.00%                                                                             |

**Construction and Industrial Equipment (221000000-21-STC)**  
**Product Group Discount Sheet**

| Group    | Group Description                               |                                                                   |                                           |                                                                               | Commodity Code(s)                                                                 |
|----------|-------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 18       | SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS |                                                                   |                                           |                                                                               | 25181700                                                                          |
| Line No. | Manufacturer/<br>Brand Name                     | Contractor                                                        | Base Equipment MSRP<br>Discount [##.###%] | OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] | Non-OEM Options, Parts,<br>Accessories, and Implements<br>MSRP Discount [##.###%] |
| 1        | Big Tex                                         | Rick Croft Enterprises, Inc. dba Texas Trailers Sales and Service | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 3        | Felling Trailers                                | Federal Contracts Corp                                            | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |
| 7        | Texas Trailers                                  | Rick Croft Enterprises, Inc. dba Texas Trailers Sales and Service | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 8        | Towmaster Trailers                              | Ring Power Corporation                                            | 3.00%                                     | 3.00%                                                                         | 0.00%                                                                             |
| 10       | Cargo Mate                                      | Rick Croft Enterprises, Inc. dba Texas Trailers Sales and Service | 5.00%                                     | 5.00%                                                                         | 5.00%                                                                             |
| 11       | Thunder Creek                                   | Federal Contracts Corp                                            | 1.00%                                     | 1.00%                                                                         | 1.00%                                                                             |



# CITY OF CLERMONT

## AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                  |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                  |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                  |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                  |                                |
| Piggyback Term Contract<br><i>Equipment Rental and Related Services</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                  |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                  |                                |
| Approval to piggyback the Sourcewell Term Contract No. 040924-URI with United Rentals (North America), Inc. to provide equipment rental and related services in accordance with the City of Clermont's Procurement Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                  |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                  |                                |
| <p>The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action.</p> <p>At the request of the Public Services Department, the Procurement Services Department identified the Sourcewell Term Contract No. 040924-URI as a suitable procurement vehicle for equipment rental and related services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process.</p> <p>The contract includes an initial three-year agreement, with the option for three (3) additional one (1) year renewal periods at the City's discretion. The estimated contract value for the initial term is more than \$50,000, with a start date of September 10, 2025. The contract will provide equipment rental and related services during hurricane season and other emergency-related events. Funding will be allocated on a project-by-project basis by the respective departments from the Rentals-Equipment Fund, Object Code 54400.</p> <p>Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.</p> <p>Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.</p> |                                                  |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                  |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                  |                                |
| Funding will be determined on a project-by-project basis by the respective departments and allocated from the Rentals-Equipment Fund, Object Code 54400. Actual costs are dependent on need during a storm or other emergency-related events.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                  |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fund Number and Description</b>               | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                  |                                |
| 1. United Rentals Contract 040924                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | United Rentals Contract 040924.pdf               |                                |
| 2. Sourcewell 040924 Price List - United Rental                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Sourcewell 040924 Price List - United Rental.pdf |                                |
| 3. Proposal Evaluation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Proposal Evaluation.pdf                          |                                |
| 4. Comment and Review-Rental Equipment 040924                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Comment and Review-Rental Equipment 040924.pdf   |                                |

**Solicitation Number: RFP #040924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and United Rentals (North America), Inc., 100 First Stamford Place, Suite 700, Stamford, CT 06902 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

A. WARRANTY. The following warranties apply:

For equipment rentals by a Participating Entity, Supplier warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Supplier shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Supplier will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Participating Entity's abuse, misuse, or neglect, then Participating Entity will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

For equipment purchases by a Participating Entity, the only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). Supplier will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes Supplier to repair or replace the equipment, Supplier will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

For services provided to a Participating Entity, Supplier warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then Supplier will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse, or neglect, Supplier shall have no

obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with Supplier's service herein is the warranty provided by the original equipment manufacturer ("OEM"). Supplier will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes Supplier to repair or replace the part, Supplier will do so. EXCEPT AS SET FORTH HEREIN SUPPLIER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

B. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

#### **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**



A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements),

or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in

any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

As applicable, Supplier agrees to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, caused by the negligent acts or omissions of the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the

breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*  
Workers' Compensation: As required by any applicable law or regulation.



Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:



\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

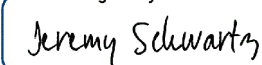
## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

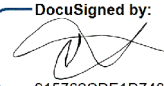
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Sourcewell

United Rentals (North America), Inc.

DocuSigned by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
6/11/2024 | 1:23 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
915762CDE1D7487...

By: \_\_\_\_\_  
Craig Schmidt  
Title: Vice President National Accounts  
6/11/2024 | 10:49 AM PDT  
Date: \_\_\_\_\_

# RFP 040924 - Rental Equipment, Products, and Related Services

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## Vendor Details

Company Name: UNITED RENTALS (NORTH AMERICA), INC.

Does your company conduct business under any other name? If yes, please state: United Rentals, Inc. , United Rentals of Canada, Inc, United Rentals (North America), Inc dba Reliable Onsite Services

Address: 100 FIRST STAMFORD PLACE, SUIT STAMFORD, CT 06902

Contact: Daniel Cunningham

Email: dcunning@ur.com

Phone: 877-874-4468

Fax: 877-735-7450

HST#: 860933835

## Submission Details

Created On: Monday March 18, 2024 10:35:35

Submitted On: Tuesday April 09, 2024 11:15:38

Submitted By: Daniel Cunningham

Email: dcunning@ur.com

Transaction #: 331a9681-32c6-4a37-9427-b7117bb4742c

Submitter's IP Address: 155.190.3.50

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                                                                                                                                              |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")                                                                                                                                                             | United Rentals (North America), Inc.                                                                                                                                                                                                    | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.                                                                                                                                                                  | United Rentals of Canada, Inc. is a wholly owned subsidiary of United Rentals (North America), Inc. The ultimate parent is United Rentals Inc. United Rentals, Inc. is publicly traded under the New York Stock Exchange symbol of URI. | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.                                                                                                                                                               | Our portable sanitation business is performed under the DBA of Reliable Onsite Services.                                                                                                                                                | * |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):                                                                                                                                                                                                                              | Our Cage Code is 0JXS6 and SAM UEI number is QFG7EC12DQK4.                                                                                                                                                                              | * |
| 5         | Proposer Physical Address:                                                                                                                                                                                                                                                             | 100 First Stamford Place Suite 700, Stamford, CT 06902                                                                                                                                                                                  | * |
| 6         | Proposer website address (or addresses):                                                                                                                                                                                                                                               | www.unitedrentals.com                                                                                                                                                                                                                   | * |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Craig Schmidt<br>Vice President, National Accounts<br>100 First Stamford Place, Suite 700<br>Stamford, CT 06902<br>cschmidt@ur.com<br>203-622-3131                                                                                      | * |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Brad Laws<br>Sr. Manager, Government Accounts<br>100 First Stamford Place, Suite 700<br>Stamford, CT 06902<br>jlaws@ur.com<br>504-915-6013                                                                                              | * |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Daniel Cunningham<br>Government Sales Specialist<br>Office: 877-874-4468<br>Fax: 877-735-7450<br>Email: govrents@ur.com                                                                                                                 |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>About United Rentals</p> <p>United Rentals was founded in 1997 and quickly became the world's largest equipment rental provider. Today, our company continues to build on its industry leadership with a best-in-class range of resources and the largest customer service network of its kind in North America.</p> <p>United Rentals deploys \$19.99 billion of fleet (original equipment cost) through approximately 1,524 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs.</p> <p>Our Mission</p> <p>Our mission is to deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future. We constantly seek ways to enhance our service offering, improve the lives of our team members, give back to our communities and reduce our environmental impact through innovation and investment. Our eight core values define our relationship with society and the environment.</p> <p>Our Values</p> |  |

#### Safety First

Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first.

#### A Passion For People

Build a diverse workplace that challenges all employees to grow professionally and embrace teamwork.

#### Visible Leadership

Lead by example in every business decision and action, with a sense of humility and responsibility.

#### Customer-Driven

Support the best interests of our customers and develop better ways for them to succeed at their jobs.

#### Absolute Integrity

Always do the right thing, honor commitments and ensure appropriate corporate governance.

#### Community-Minded

Be an outstanding corporate citizen and a good neighbor in every sense by being helpful, respectful, law-abiding and friendly.

#### Continuous Innovation

Contribute to a culture of innovative thinking that empowers employees to improve quality, efficiency and customer service.

#### Sustainability

Engage in practices that lead to positive change by encouraging social accountability and environmental responsibility.

#### Business Philosophy

With approximately 25,000 employees and more than 1,500 rental locations globally, we are the largest equipment rental company in the world. Our size and scale enable us to provide our customers with cutting-edge solutions and equipment, and our commitment to sustainability helps them operate jobsites safely, effectively and efficiently.

We occupy a unique position in the marketplace, between end-users and original equipment manufacturers (OEMs), and serve customers ranging from Fortune 500 companies to small businesses. Guided by our Work United® ethos, we partner with customers, communities and employees to find solutions with a shared commitment to service and safety. Our business model supports the circular economy by providing customers with rental access to one of the largest equipment and tool selections in the world. This enables customers to test new equipment or accomplish a specific task without having to purchase new, reducing the need to manufacture an estimated 400,000 pieces of equipment over United Rentals' 25 year history.

United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, power distribution, highway safety, climate control, fluid solutions, disaster recovery, tool management, modular offices, mobile storage and related services.

To serve specific sectors of its customer base, United Rentals has a comprehensive National Accounts program, industrial specialists and government sales specialists. Additional customer services are provided by the company's centralized, toll-free call centers, emergency response teams, and individuals dedicated to larger accounts, such as managed services consultants and single points of contact.

#### UR Worksite®

The United Rentals safety culture takes a no-compromise approach to loss prevention and safe behavior. Examples of safety initiatives include the company's Injury and Illness Prevention Program, branch safety meetings, driver safety programs and the United Academy® training and certification management portal for customers and employees.

Total Control® is United Rentals' proprietary, web-based rental management software, designed to help large customers reduce equipment consumption, control costs and drive efficiencies.

UR Control® is an online rental management platform that provides unlimited access to account details, giving customers the tools to track and control equipment costs and view all rented equipment, even across multiple accounts. With UR Control, users can request equipment pickups, submit electronic (ACH) payments, and access more than a dozen customer-specific reports that support bidding, budgeting and decision-making.

Tool Management is a service for capital projects, maintenance shutdowns and turnarounds, whereby an on-site mobile tool room is established to facilitate workflow and enhance accountability.

On-Site Shop Services are offered for major capital projects through a centralized, on-site maintenance and repair facility.

Sustainability is a major, ongoing focus of United Rentals as part of our commitment to corporate responsibility. Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard

|    |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|    |                                                                                                                                                                                                                                                                                                                      | <p>the environment, while helping our customers reduce their own carbon footprints.</p> <p><b>Industry Longevity Strategy</b></p> <p>For the past several years, as we continued to manage the impact of global economic conditions and COVID-19, we executed a strategy focused on improving the profitability of our core equipment rental business through revenue growth, margin expansion and operational efficiencies. In particular, we have focused on customer segmentation, customer service differentiation, rate management, fleet management and operational efficiency. Our general strategy focuses on profitability and return on invested capital, and, in particular, calls for:</p> <ul style="list-style-type: none"> <li>• A consistently superior standard of service to customers, often provided through a single lead contact who can coordinate the cross-selling of the various services we offer throughout our network. We utilize a proprietary software application, Total Control®, which provides our key customers with a single in-house software application that enables them to monitor and manage all their equipment needs. Total Control® is a unique customer offering that enables us to develop strong, long-term relationships with our larger customers. Our digital capabilities, including our Total Control® platform, allow our sales teams to provide contactless end-to-end customer service;</li> <li>• The further optimization of our customer mix and fleet mix, with a dual objective: to enhance our performance in serving our current customer base, and to focus on the accounts and customer types that are best suited to our strategy for profitable growth. We believe these efforts will lead to even better service of our target accounts, primarily large construction and industrial customers, as well as select local contractors. Our fleet team's analyses are aligned with these objectives to identify trends in equipment categories and define action plans that can generate improved returns;</li> <li>• A continued focus on "Lean" management techniques, including kaizen processes focused on continuous improvement. We have a dedicated team responsible for reducing waste in our operational processes, with the objectives of: condensing the cycle time associated with preparing equipment for rent; optimizing our resources for delivery and pickup of equipment; improving the effectiveness and efficiency of our repair and maintenance operations; and implementing customer service best practices;</li> <li>• The continued expansion and cross-selling of adjacent specialty and services products, which enables us to provide a "one-stop" shop for our customers. We believe that the expansion of our specialty business, as exhibited by our acquisition of General Finance Corporation ("General Finance") in May 2021, as well as our tools and onsite services offerings, will further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings; and</li> <li>• The pursuit of strategic acquisitions to continue to expand our core equipment rental business, as exhibited by our recently completed acquisition of assets of Ahern Rentals, which is discussed in note 4 to the consolidated financial statements. Strategic acquisitions allow us to invest our capital to expand our business, further driving our ability to accomplish our strategic goals.</li> </ul> |   |
| 11 | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                       | In the event of an award, United Rentals will begin instituting the included marketing plan. We have experienced success with this contract in the past by developing numerous relationships with participating entities, 12 state-level participating addendums, and helping to get hundreds of new members to join the Sourcwell cooperative. Upon award, we expect to continue these results and grow our current success with the help of the Sourcwell team. United Rentals' expectations of Sourcwell marketing efforts to include trade shows, customer interactions, and collateral related to our contract. We would also like to work with the Sourcwell team to educate each other of our offerings and contract in order to improve customer interactions either organization will have.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | We have uploaded our 2023 Annual Report in the supporting documents section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 13 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                               | As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor's market share is 11%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                         | As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor's market share is 11%.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |

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| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | United Rentals' is a service provider of rental equipment and related services. Within our nine different business units, we have a large amount of vendors we purchase through. We are aligned with the largest vendors in the industry like JLG, Genie, John Deere, Atlas Copco, etc.<br>To serve this base, we employ customer service professionals who have firsthand knowledge of equipment capabilities and site challenges. All sales employees are direct employees of United Rentals and not through a third party. Their expertise, together with our company's commitment to safety, are compelling competitive advantages.<br>United Rentals owns the equipment in our rental fleet and has the internal logistics to be able to mobilize the fleet to service larger needs as they come up. We have a two pronged approach to servicing the customer both through our boots on the ground sales force of 6400 professionals and through our customer service teams. Our customer service team in Charlotte, NC is available 24/7/365. We also have a specialized Government Sales Support Team that are dedicated government account experts. In addition to our rental equipment, we also have in house training and servicing divisions that can work directly with the customer to meet all training and certification needs and service customer owned equipment. | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                   | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |   |
|-----------|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years | United Rentals is proud to be recognized by a wide range of organizations for our commitment to diversity, inclusion, veteran support and overall employee satisfaction. Our culture is built on core foundational values and we are proud of the continued recognition for our team. The below list is some of our top awards received in 2023 and 2022. For a more robust listing over the past 5 years please view our website at <a href="https://www.unitedrentals.com/our-company/awards-recognition">https://www.unitedrentals.com/our-company/awards-recognition</a> .<br><ul style="list-style-type: none"> <li>· 2023 G.I. JOBS Military Friendly Brand</li> <li>· 2023 G.I. JOBS Military Friendly Employers (Ranked Gold 14th consecutive year)</li> <li>· 2023 G.I. JOBS Military Friendly Supplier Diversity Program (5th consecutive year)</li> <li>· 2023 G.I. JOBS Military Spouse Friendly Employers (8th consecutive year)</li> <li>· 2023 Newsweek America's Most Responsible Companies (2nd consecutive year)</li> <li>· 2023 Newsweek America's Most Trusted Companies (Ranked 1 in our industry 3rd consecutive year)</li> <li>· 2023 Forbes The Best Employers for Women</li> <li>· 2023 Glassdoor 100 Best Places to Work (based on employee feedback)</li> <li>· 2023 Vets Indexes Employer Awards: 5 Stars</li> <li>· 2022 Military Times Best for Vets (9th consecutive year)</li> <li>· 2022 Forbes America's Best Large-sized Employers</li> <li>· 2022 Forbes Global 2000</li> <li>· 2022 Forbes World's Best Employers</li> <li>· 2022 US Veteran Magazine Top Veteran Friendly Companies</li> <li>· 2022 US Department Of Labor HIRE Vets Medallion Program</li> <li>· 2022 ABC National Inclusion, Diversity and Equity Excellence Awards (12th consecutive year)</li> <li>· 2022 Diversity Journal Innovations in Diversity Award</li> </ul> | * |
| 20        | What percentage of your sales are to the governmental sector in the past three years                       | United Rentals' customer base is a diverse mix of construction and industrial companies, utilities, municipalities, government agencies and others. Most of our customers align with two categories: approximately 47% are non-residential construction, and 48% are non-construction, such as industrial. About 5% are homeowners, municipalities and other types.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |

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|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 21 | What percentage of your sales are to the education sector in the past three years                                                                                              | We do not track this.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>United Rentals' level of experience with national cooperative and state / local contracts is in-depth. Last year our Government Sales and Service Center downloaded thousands of solicitations, evaluated our ability to fulfill requirements and responded to more than 3,200 bids / solicitations worth over \$265M. Our Government team members have decades of government and industry experience. This is the level of expertise required to keep a large sales force educated and compliant. United Rentals has four national cooperative contracts: SOURCEWELL, NASPO Value Point, HGAC, E&amp;I and HCDE Choice Partners.</p> <p>Sourcewell: United Rentals is the current contract holder for Contract 091615-URI and has held the contract since November 2010.</p> <ul style="list-style-type: none"> <li>• Sourcewell Annual Sales Volume 2021: ~\$ 50.4 million</li> <li>• Sourcewell Annual Sales Volume 2022: ~\$72.1 million</li> <li>• Sourcewell Annual Sales Volume 2023: ~\$87.6 million</li> </ul> <p>HGAC: United Rentals is a contract holder for HGAC RFP RN11-19 Supply of Rentals – Equipment &amp; Portable Facilities and has held the contract since Oct 2009.</p> <ul style="list-style-type: none"> <li>• HGAC Annual Sales Volume 2021: ~\$3.5 million</li> <li>• HGAC Annual Sales Volume 2022:~\$3.5 million</li> <li>• HGAC Annual Sales Volume 2023: ~\$5.3 million</li> </ul> <p>E&amp;I: United Rentals is a contract holder for E&amp;I Contract CNR01438 and has held the contract since August 2017. The E&amp;I cooperative only services educational institutions and does not allow for participation from states or municipalities.</p> <ul style="list-style-type: none"> <li>• E&amp;I Annual Sales Volume 2021: ~\$9 million</li> <li>• E&amp;I Annual Sales Volume 2022~ \$10.5 million</li> <li>• E&amp;I Annual Sales Volume 2023: ~\$12.5 million</li> </ul> <p>HCDE/Choice Partners: United Rentals is the contract holder for HCDE RFP 18-072KC-06 Vocational Products and Services and has held the contract since Dec 2013. This contract was initially for sale of new and used equipment. A contract modification was awarded in 2014 for equipment rentals.</p> <ul style="list-style-type: none"> <li>• Choice Partners Annual Sales Volume 2021: ~\$ 2.7 million</li> <li>• Choice Partners Annual Sales Volume 2022: ~\$3.3 million</li> <li>• Choice Partners Annual Sales Volume 2023:~\$3.9 million</li> </ul> <p>NASPO Value PointAnnual Sales Volume Awarded in 2021. Master Agreement # 41156. Rental of Equipment &amp; Equipment Safety Training Awarded in March of 2021.</p> <ul style="list-style-type: none"> <li>• NASPO Value Point Annual Sales Volume 2021:- \$5.1 Million</li> <li>• NASPO Value Point Annual Sales Volume 2022: ~\$9.6 million</li> <li>• NASPO Value Point Partners Annual Sales Volume 2023:~\$10.4 million</li> </ul> <p>In addition to signing up hundreds of municipalities for membership, United Rentals has 12 states under contract with participating addendums and state level agreements (including DOT) in a total of 38 states. None of our other contracts prohibit United Rentals from fully participating with this agreement.</p> | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | United Rentals currently holds a GSA schedule and has since August 2005. United Rentals was the first national servicing rental company on the GSA schedule and has two SINs: 332510S-Tool & Supply sales, walk-in, walk-out, 532310-Short-Term Rental, and Order-Level Materials (OLM).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |

#### Table 4: References/Testimonials

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *        | Contact Name *                                                                                                        | Phone Number *                               |   |
|----------------------|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---|
| Volusia County       | Tabatha Freedman, MBA,CPPO, CPPB, NIGP-CPP, Sr. Procurement Analyst                                                   | (386) 822-5702<br>TFreedman@volusia.org      | * |
| City of Seattle      | Krista Diaz, Deputy Division Director/Purchasing Manager                                                              | (206) 684-0456<br>krista.diaz@seattle.gov    | * |
| State of Mississippi | Yolanda Thurman<br>Director, Marketing, Travel and Card Programs<br>Office of Purchasing, Travel and Fleet Management | (601)-359-3409<br>Yolanda.Thurman@dfa.ms.gov | * |



**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name  | Entity Type * | State / Province *        | Scope of Work *                            | Size of Transactions * | Dollar Volume Past Three Years * |   |
|--------------|---------------|---------------------------|--------------------------------------------|------------------------|----------------------------------|---|
| Confidential | Government    | Louisiana - LA            | Repair/Replace, Temporary Rental Equipment | \$1.3 million +        | \$17.5 million                   | * |
| Confidential | Government    | California - CA           | Temporary Rental Equipment                 | \$275,000              | \$14.2 million                   | * |
| Confidential | Government    | New York - NY             | Temporary Rental Equipment                 | \$205,000              | \$11.8 million                   | * |
| Confidential | Government    | Texas - TX                | Temporary Rental Equipment                 | \$190,000              | \$10.6 million                   | * |
| Confidential | Government    | District of Columbia - DC | Temporary Rental Equipment                 | \$485,000              | \$8.4 million                    | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                      | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
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| 26        | Sales force.                                  | With the largest sales force in the industry, United Rentals is well poised to support the Sourcewell participating entities across the US and Canada. We approach servicing a large national account like Sourcewell through a multi-layered team approach. Brad Laws is the Government Accounts Senior Manager and is responsible for the success of the Sourcewell program at United Rentals. He is the quarterback of the US state and local government team and works in tandem with Mark Dunlop as the lead for the Canadian entities. Under Brad are six regional Government Accounts Managers that will work with the field sales team of 6,400 industry experts. Additionally, there are a team of state level Strategic Account Managers as your Single Point of Contact, Daniel Cunningham. This robust sales team is supported by branch operations and field personnel across an extensive network of approximately 1,465 North American branch locations to effectively implement, manage and service an industrial client of Sourcewell's scope. Implementing and rolling out a national contract with Sourcewell requires a concerted effort from many levels of United Rentals' organization beyond the government accounts group. Strategic Account Managers (SAM), Outside & Inside Sales Representatives (OSR & ISR), Branch & Service Managers, Delivery Drivers and Field Service Technicians will continue to maintain current relationships while implementing a new contract in areas where we are already doing business. These levels will be heavily engaged in areas where we do not currently have relationships with Sourcewell's members for contract implementation and service. Current partnerships will be built upon and modeled after. | * |
| 27        | Dealer network or other distribution methods. | Sourcewell benefits from United Rentals owning all of our fleet. The following operating efficiencies help distribute our equipment to your members quickly: Equipment Sharing Among Branches. Each branch within a region can access equipment located elsewhere in the region. This fleet sharing increases equipment utilization because equipment that is idle at one branch can be marketed and rented through other branches. Additionally, fleet sharing allows us to be more disciplined with our capital spend. Our fleet sharing policy increases equipment availability and the likelihood United Rentals will have the right equipment at the right time for your project. Should the nearest branch not have the equipment needed, United Rentals has a vast network of branches nearby allowing for flexibility in transferring of fleet to meet the needs of Sourcewell.<br>Customer Care Center: We have a Customer Care Center ("CCC") located in Charlotte, North Carolina that handles all telephone calls 24/7/365 to our customer service telephone line, 1-800-UR-RENTS. The CCC handles many of the 1-800-UR-RENTS telephone calls without having to route them to individual branches, and allows us to provide a more uniform quality experience to customers, manage fleet sharing more effectively and free up branch employee time.                                                                                                                                                                                                                                                                                                                                                                                                              | * |

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|----|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 28 | Service force.                                                                                                                                        | <p>Our branches across the US and Canada are wholly owned by United Rentals and never franchised. They are staffed with a knowledgeable team of Branch Managers, Sales Reps, Dispatchers, Service Technicians, and Drivers to fulfill Sourcewell's equipment and service needs. Our in-house government experts provide the knowledge and support to help our field service teams execute on any government customer requests. Backing them up is the company's extensive customer service team that is available for customer request 24/7/365.</p> <p>Government Experts: We have a team of government experts to support and grow our government business. Our Director of Government accounts leads the group of Regional Government Account Managers, state level Government Strategic Account Managers, National Government Sales Support Specialists, and National Government Contract Analysts.</p> <p>Government Sales &amp; Support Center. Government business is unique with separate guidelines and compliance requirements. We understand that at United Rentals. For this reason, we provide our government customers a dedicated support team and 800 line. This team provides the Sourcewell participating members with a direct team that understands the Sourcewell contract and membership enrollment process.</p> <p>Branch Managers: United Rentals' has numerous branch managers to oversee operations at each of our local branches, such as bookings, dispatches and requests for on-site assistance. They can collaborate with other branches in our network, and with our centralized customer service facilities, to ensure fleet availability for Sourcewell. They are also able to train our local personnel so that we service your account in a way that supports Sourcewell's existing and future operations.</p> <p>Maintenance/Service Technicians: United Rentals' has approximately 10,200 technicians company-wide that are factory-trained and participate in periodic preventive maintenance refresher courses and manufacturer training. They inspect and service each piece of rental equipment to ensure its safety and operating condition before returning it to the rental-ready fleet.</p> <p>Dispatchers: Our dispatch team coordinates all deliveries and pick-ups for the branch, prioritizing scheduled time of need and rental-ready fleet. They utilize our FAST Dispatch technology to schedule our fleet of drivers. This system allows operations personnel to assign deliveries and route trucks most efficiently, as well as track on-time performance. Delivery Vehicles are equipped with GPS technology tied to the FAST dispatch system; drivers are required to input when deliveries are made (in order to track on-time delivery) and acknowledge changes in routing from ops personnel.</p> <p>Drivers: United Rentals' has approximately 4,300 drivers company-wide that are regulated by US DOT and all safety training requirements. They inspect every truckload for safety requirements before leaving the branch or customer site. Through our FAST technology, they are able to communicate delivery time updates in real-time for our customers and dispatch team.</p> |  |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>Our Government Sales and Service Center (GSSC) will process all orders. Providing a centralized location for all orders, allows consistency and a stronger account knowledge to support the decentralized system of orders submitted by the many end users. Additionally, the end users will have full account visibility through our UR Control System.</p> <p>Customers are able to use the GSSC team to submit orders through phone or email. Our system can be set up to require POs as well through customer request. All participating entities' accounts will be set up with Sourcewell pricing so each rental will be at the not to exceed rates regardless if the customer or internal order taker remembers to mention the contract. Customers can also go through their local sales representative or branch to place orders.</p> <p>The more time people and departments spend using Total Control®, the more ways they find that it helps their company be better at managing rentals. Before, during, and after the rental process, Total Control gives users access to the types of information used to make the best business decisions. Renting only what you need, when you need it helps you reduce rental costs by optimizing the amount, length, and utilization of equipment on rent.</p> <p>Full visibility of rental activities across your organization</p> <p>View overdue and upcoming return dates</p> <p>Extend rentals or request pick-up</p> <p>Add and update PO numbers</p> <p>GPS data</p> <p>Comprehensive account management</p> <p>Real-time invoice and payment history</p> <p>Download summary and detail billing data</p> <p>Invoice availability &amp; support</p> <p>Customized flexible reporting</p> <p>Report live or historical rental information on nearly any subject (equipment on rent, rental history, hundreds of more report styles)</p> <p>We have a team of contract compliance specialists that monitor the accounts linked to the Sourcewell contract to provide the Sourcewell members the current negotiated rates and terms. This team is managed by Sonia Gregory. They work within our reporting system to provide quarterly reports to Sourcewell and will work to process all administrative fees owed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | <p>Customers are given information to reach any of our sales reps, Government Team, or customer service center to place an order or answer any questions. United Rentals tracks our service levels through our Quarterly Scorecard reported to Sourcewell. United Rentals is offering Sourcewell, a quarterly SLA (Service Level Agreement) for the Sourcewell facilities, which will be reported quarterly, and reviewed on a regular basis with Sourcewell management. This SLA reporting will help with improving service levels, availability, and reliability of equipment. This will help with the on-going continuous improvement program.</p> <p>On-Time Delivery Goal</p> <ul style="list-style-type: none"> <li>On-time deliveries to the designated location at the promised delivery time.</li> </ul> <p>Fulfillment Goals</p> <ul style="list-style-type: none"> <li>100% of orders fulfilled in accordance with issued purchase order requirements. This is fleet that is 100% of orders that are fulfilled by United Rentals.</li> </ul> <p>Quality Expectation at Delivery Goals</p> <ul style="list-style-type: none"> <li>100% of orders delivered without defects at time of delivery.</li> </ul> <p>Quality Expectations during Rental Period Goals</p> <ul style="list-style-type: none"> <li>90% of orders/rental periods without a defect.</li> </ul> <p>Repair Replacement Response time Goals</p> <ul style="list-style-type: none"> <li>100% of service responses within a 2 hour window for repair/replacement solutions when equipment fails.</li> </ul> <p>Repairs: On-time service Goals</p> <ul style="list-style-type: none"> <li>100% of equipment repairs/replacements within 4 hours of promised time.</li> </ul> <p>Repair failures: 2 day window Goals</p> <ul style="list-style-type: none"> <li>Target 0% of repair occurrences requiring additional service.</li> </ul> <p>Billing Accuracy Goals</p> <ul style="list-style-type: none"> <li>100% of invoiced billed correctly without requiring a credit because the billing was not charged correctly.</li> </ul> <p>Diversity &amp; Sustainability Reviews Goals</p> <ul style="list-style-type: none"> <li>Quarterly reporting of diversity spend % for all locations</li> <li>Sustainability efforts by key categories</li> </ul> <p>Quality Supplier Performance Reviews Goals</p> <ul style="list-style-type: none"> <li>Schedule and complete quarterly scorecards and review throughout the term of the agreement for performance measuring, tracking &amp; reporting.</li> </ul> <p>Identify required action items to correct issues and project portfolio for ongoing continuous improvement opportunities.</p> <p>Escalation Goals</p> <ul style="list-style-type: none"> <li>Number of occurrences by segment &amp; location where issues are not resolved at the local branch level and are escalated to the National Account Manager/VP Sales.</li> </ul> | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | <p>Sourcewell's participating entities will have access to a network of approximately 1,465 rental locations in North America. United Rentals maintains a robust fleet and has the proven experience to mobilize this fleet to service the needs of our customer. We have held the Sourcewell contract for the last 10 years and have a proven track record of servicing Sourcewell and its participating entities through our vast sales and service network led by our dedicated government team.</p> <p>Our GSSC team provides a single point of contact to all Sourcewell participating entities offering support and guidance to our products and services available through our contract. Additionally, this team also furnishes eligible entities with the hyperlink and instructions on how to become a member of Sourcewell in order to capitalize on these programs offered to them.</p> <p>Over the past 2 years, we have added another layer to the resources of our government customers. Our Business Development Representatives located in Charlotte, NC reach out to our government customers to educate them on the offering they have through their Sourcewell membership to support their equipment needs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | <p>Sourcewell's participating entities will have access to a network of approximately 148 rental locations in Canada. Our current contract includes a Canadian pricing structure, and we look forward to working with Sourcewell to grow the customer base and recognition throughout Canada. On our Government Team we have several members led by Mark Dunlop that are dedicated to servicing the Canadian government and municipal accounts.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | <p>The only two geographic areas we are unable to service are Hawaii and the Northwest Territories in Canada. United Rentals' is exploring the opportunity to expand into Hawaii.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>We are able to continue to service all participating entities as we have for nearly 15 years.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |



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| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | With over 1,465 branches throughout North America, United Rentals currently services all of the US except Hawaii with limited access in certain markets. We are exploring the opportunity to expand into Hawaii. | * |
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**Table 7: Marketing Plan**

| Line Item | Question                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
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| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | Over the past 10 years, we have helped grow our Sourcewell contract over 450%. Our dedication to promoting this contract opportunity has resulted in \$87.6 million in revenues for 2023; up from \$15.8 million in 2014. Our team of government experts are strategically positioned across the US and Canada to market and grow this contract opportunity with the participating Sourcewell entities and our branches. We routinely introduce eligible entities to the Sourcewell program as well. United Rentals takes a three pronged approach to our marketing and sales plans: internal training, external sales and education, and customer faced marketing. You will find a comprehensive marketing plan and marketing material samples attached in the documents section.<br>United Rentals is now also part of the NIGP Business Council. We are proudly working with government procurement experts and board members to continue the great work of the NIGP Business Council. We are actively partnering with this board to further the procurement activities within the equipment rental space as the solely industry representative on this business council. For more information, on the Business Council please utilize the following link <a href="https://www.nigp.org/suppliers/business-council">https://www.nigp.org/suppliers/business-council</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | We engage with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, local Google listings, our mobile application and our social media tools. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This in conjunction with our proprietary digital management tools that provides a comprehensive digital experience for our customers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | We believe promoting the contract is a collaborative process that both Sourcewell and United Rentals are responsible for. We will continue to work together as we have over the past 10 years to promote our contract. This process has helped it grow over 450% since 2014. We plan to work with Sourcewell to make sure both organizations can articulate and promote the value proposition of the other. We collectively succeed most when we identify and promote each other's services to the participating entities. Sourcewell has a great reputation of promoting their contracts through their websites, tradeshow, marketing collateral, newsletters, and more. United Rentals has a proven track record of selling a Sourcewell contract that includes our sales process that is laid out in the provided marketing plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | We understand that government entities have their internal purchasing systems for processing purchase orders, placing orders, and approving payment for the services. To simplify the ordering process for our government accounts we work collaboratively with them to create punch-out catalogs specific to each Participating Entities' equipment needs within their internal purchasing systems. This provides them with the flexibility of working within one system.<br>We also recognize that not all participating entities utilize an internal punch-out and purchasing system for ordering. For these customers that prefer the ease of e-procurement via our systems, we offer our proprietary system Total Control.<br>Total Control is more than just an e-procurement ordering process though. This is why our government customers also utilize it in combination with their internal purchasing systems to better manage their equipment - rented and owned. This is a cloud-based worksite management solution that helps customers make the most of their equipment fleet. This comprehensive, integrated suite of tools and services makes it easy to streamline their processes and cut their annual rental costs by up to a third. In addition to placing their equipment order, they can off-rent the equipment, access the location and use of rented equipment, set role-based alerts, PO tracking, auto-invoicing and more. Utilization tracking and telematics can also help them reduce the time machines sit idle, saving them money. Lastly, all orders can also be placed through our Government Sales and Service Center or locally through any of our branches. The GSSC team is available to take in orders through a single source email, phone, fax, or online. The service center will have all of the contract details for each of the various co-op partners' accounts. | * |

**Table 8: Value-Added Attributes**

| Line Item | Question | Response * |  |
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| 40 | <p>Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p> | <p>The technology and pace that business operates at is accelerating quickly. Yet, the way safety training is performed and tracked is quite stagnate. United Rentals invested in building the United Academy platform to replace primitive safety training and record keeping methods and to make sure that safety programs could match the pace of the projects they support. Often times, when you discover that a worker or a crew is untrained, the time involved in taking action strains a project timeline. United Academy leverages technology to avoid training related lost time, and respond quickly when you must. Quality training when you need it.</p> <p>Training is led by a team of certified trainers with years of experience in educating and protecting commercial, industrial and municipal workers and sites. Equipment familiarization and proper training are two very different concepts. Equipment familiarization is provided at no cost upon delivery of each piece of equipment. Proper certified training is per person cost through United Academy. We are providing all Participating Entities discounted United Academy Training. We can also help you determine when each is needed. Learner comprehension and learning preferences have evolved. United Academy gives you options: classroom instruction and blended learning. Schedule classroom training and certification or access blended e-learning 24/7. Ease of tracking training and certifications. Easy, real-time tracking and verification of training and certifications anytime, anywhere.</p> <p><b>Skilled Trainers</b><br/>Safety training is not new to United Rentals. Over the years we have built one of the largest and most professional training teams in the industry with over dedicated, full time safety trainers supporting United Academy across the USA and Canada. In addition, we have hundreds of certified trainers and evaluators located in many of our 1,465 branches. Our full-time trainers have years of experience educating workers on safety and many have been working in our industry for years in various capacities.</p> <p><b>Professional Courses In-Person &amp; Online</b><br/>Top-notch training from an industry leader<br/>Courses developed by a team of subject matter experts<br/>Meets or exceeds OSHA, ANSI and OH&amp;S training requirements<br/>Meets legal regulations for training, theory, practical, and hands on evaluation<br/>Instructor-led training by Certified Professional Trainers or interactive cinematic online component</p> <p>Over 300 courses to choose from<br/>Training valid in all 50 states and Canada<br/>Courses available in English, French and Spanish</p> <p><b>Record Management Made Easy</b><br/>Training documentation stored on United Academy platform<br/>Ability to upload training records taken outside of United Academy<br/>Email notifications sent when certification is up for renewal<br/>Certificates and temporary cards available to print immediately after training completion<br/>Work efficiently with compliance tools, team views and various reporting dashboards<br/>Managers can view all records, assign courses and upload external certificates for their employees</p> <p><b>Accessible Where You Are</b><br/>Classes and account records accessible 24/7<br/>Verify training records out in the field by simply scanning the United Academy wallet card or hardhat sticker<br/>Access via website or United Academy mobile app</p> <p><b>Online Training Profile</b><br/>Sourcewell can save time and money by storing and maintaining training and certifications in United Academy. Records for each course taken through the Academy are stored in our online database and a training profile is created for every account holder. Users can also store additional records for training taken outside of United Academy so that they can build a comprehensive training transcript. Company administrators can set which email addresses receive alerts.</p> <p><b>Wallet Card</b><br/>Replace several tattered and work paper training cards with United Academy's single, universal wallet card and free United Academy App, Sourcewell can access their employee's Training Profile anywhere and anytime. All you have to do is key in the personal identification codes into a computer or scan the QR code on the card with a smartphone or tablet for instant access. Our wallet card is secure and credit card quality so it won't tear or become damaged by the elements. Wallet cards are sent to United Academy account holders after completing their first Academy course.</p> |
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| 41 | Describe any technological advances that your proposed products or services offer.                                                                  | <p>We've engineered worksite performance solutions that help our customers make better, smarter, safer decisions. And we're just getting started.</p> <p><b>Total Control &amp; Mobile App</b><br/>         Keeping tabs on dozens or hundreds of pieces of rental equipment on a jobsite, including what's in use, what needs to be returned and what's awaiting delivery or pickup, is a big job. Doing it well can lead to significant cost savings and increased worker productivity. Digital technology such as the cloud-based equipment management solution Total Control® gives our customers a huge leg up. But when you're out in the field, you want to be able to work from the phone in your pocket or the tablet in your bag, not the computer back in the office or trailer.</p> <p>The United Rentals Mobile App was designed for exactly that. It puts all your equipment data at your fingertips and enables a host of easy-click actions that help you do more in less time when you're out and about.</p> <p><b>RFID Badges</b><br/>         On construction projects, site access management and equipment access management are both critical to safety, security and productivity. Digital tools from United Rentals now enable customers to manage equipment access using the same RFID badges they issue to workers for site access.</p> <p>With the Next-Generation Access Management Solution, PINs aren't necessary. Rather than entering a code on a keypad ignition lock, a worker can tap their RFID-enabled ID badge on the lock's card reader to unlock a piece of equipment they are authorized to operate. On large projects, leveraging RFID badges for equipment access eliminates the need to assign PINs to hundreds or thousands of workers, reducing administrative overhead. In addition to keeping unauthorized workers off equipment, it provides accurate real-time and historical insights into equipment usage.</p> <p><b>Smart Turnstiles</b><br/>         At high-traffic job sites where employees, contractors and visitors come and go throughout the day, managing entry can be challenging, yet it's critical to ensuring the safety and security of employees and other personnel. Controlling site access is also essential to protecting the public from potential hazards and guarding against theft and vandalism. Smart Turnstiles are the modern-day answer to access management through the utilization of a variety of innovative technology offerings.</p> <p>With the swipe and/or tap of a badge, key fob or other credential, smart turnstiles ensure that only people with proper authorization can pass through the entry gate. Compared with sign-in sheets, which can be bypassed even when a security guard is present, smart turnstiles are effective and efficient. Just as important, they provide real-time entry and exit data that can be quickly accessed and searched in the event of an emergency.</p> <p><b>Wedge</b><br/>         WEDGE is a remote monitoring system customized to fit your site. It monitors measurements such as temperature and humidity. Sensors installed on-site feed live data to the WEDGE Dashboard. Access real-time and historical data at your fingertips and if any pre-set thresholds are exceeded, you will be notified immediately.</p> <p>Please see our Value Added document in the attachments for more details.</p> | * |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Environmental sustainability is central to United Rentals' growth strategy. We measure and manage our greenhouse gas emissions — and help customers do the same — in order to become a more resilient company and to continue delivering value to all our stakeholders. As a business based in the sharing economy, our services inherently provide an environmental benefit which we continuously build on by increasing our operational efficiency and growing our low-emission product portfolio.</p> <p>We are advancing our social and environmental responsibilities through eight Corporate Responsibility goals. Each goal was set using a rigorous analysis that considered our operations, workforce and available technology, as well as the potential advancements that will become available during the relevant time period. While these goals are challenging, we believe they are achievable through our continued dedication to progress and innovation. In addition to our goals, we have three thematic commitments to drive progress toward reducing our climate impact:</p> <p>Engaging with original equipment manufacturers and customers on low- and zero-emissions equipment opportunities.</p> <p>Exploring ways to acquire more efficient and alternatively-fueled vehicles for our sales, service and delivery fleet, which are the largest contributors to our Scope 1 emissions.</p> <p>Helping our customers track and measure greenhouse gas emissions from our rental offerings.</p> <p>Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. Please see our Corporate Responsibility Report in the document attachments for more information on these initiatives and achievements. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard the environment, while helping our customers reduce their own carbon footprints.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |

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| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>It's long been believed that renting equipment, in lieu of purchasing new, brings environmental benefits. In 2022, we validated this belief by partnering with a third-party consultant to analyze our rental business model and quantify the potential environmental benefit it brings. The results revealed that our business promotes environmental sustainability in two key ways:</p> <ol style="list-style-type: none"> <li>1. Reducing Total Equipment Needs</li> <li>2. Reducing Emissions Intensity of Equipment</li> </ol> <p>Sustainability is also the top of mind for many in the government, industrial and construction industry. As customers look to reduce their carbon footprint and meet their sustainability objectives and those of project owners, construction equipment emissions are one area of focus.</p> <p>Buying or renting electric construction equipment is increasingly an option, but fully electric fleets are a thing of the future. In the meantime, when it comes to reducing the emissions of diesel-powered equipment, the familiar adage applies: You can't manage what you can't measure.</p> <p>Until now, companies have had very limited access to information about the environmental impacts of their rental fleet. A recently launched emissions tracking feature in Total Control®, the United Rentals cloud-based worksite management solution, offers new visibility that can help inform decision-making around fleet and fleet utilization.</p> <p>The feature enables customers to monitor the estimated greenhouse gas (GHG) emissions from their telematics-enabled rental equipment as well as source pollutants such as particulate matter, nitrous oxides and carbon monoxide.</p> | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |

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| 45 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>We're proud to have been named by Forbes magazine as one of the world's top employers. Still, we never take our people for granted. They are the key to our success with Sourcewell over nearly 10 years we have been supporting this contract. Through our team of experts. United Rentals deploys \$19.99 billion of fleet (original equipment cost) through approximately 1,465 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs.</p> <p>Below are some of the unique resources we bring to the Participating Entities. Please see the Value Added document for more details on the suite of services and resources we provide to the Sourcewell Participating Entities.</p> <p><b>Safety</b><br/>Our most important differentiator is safety, because of its vital importance to our employees and customers. Unsafe behavior can have a direct impact on our business and yours. Our safety culture is organized under the banner of United4Safety, which provides a way of thinking about safety in every aspect of our lives, at work and at home. United4Safety has four tenets: think safe, work safe, drive safe and live safe. We expect safety to be the primary consideration of each of our employees, and we facilitate this through innovation, leadership development, continuous learning and personal well-being. In 2023, we had a total recordable incident rate (TRIR) of 0.68, toward a goal of zero.</p> <p><b>Digital Solutions</b><br/>At United Rentals, our goal is to go beyond equipment rental. It's a digital world, and digital technology should hand customers easy victories whether they're on the worksite, in the field office or back at headquarters. United Rentals is committed to providing not only the equipment businesses need; when they need it, but the WORKSITE PERFORMANCE™ tools that will help customers work smarter, better and safer. From cloud-based worksite management tools to renting equipment directly from our mobile app, United Rentals digital solutions lead the pack. Total Control® is our proprietary software suite that provides customers with a single, transformative solution for equipment productivity. Total Control helps customers manage their equipment fleets in real time through greater visibility and accountability, with the goal of improving the utilization of resources. By reducing downtime and avoiding on-site productivity gaps, Total Control can help a customer cut annual equipment rental costs by up to a third.</p> <p><b>Emergency Response</b><br/>While United Rentals has always responded to disasters near our locations, in 2018 we began to take a more structured approach to our response. We've trained a first-responder team comprising more than 800 company volunteers across North America, whose first objective in any emergency is to help our employees and customers who have been affected. The response for every major event starts at the highest level with our executive steering committee. The committee moves quickly to assess the situation and define the logistics of the response. From there, the plan flows to the Emergency Operations Center, or EOC. Each disaster has its own EOC — a command post that sets up as close as safely possible to the disaster site. This is where the response and communications are coordinated. United Rentals can stand up an EOC in a matter of hours, bringing together region and district leaders and a cross-functional team of experts from human resources, legal, real estate, fleet management, technology and finance. The EOC sets the objectives and executes them. Our team of experts has experience in critical need situations and can put maintenance equipment on your site quickly, including:</p> <ul style="list-style-type: none"> <li>- Complete portable sanitation solutions including hand wash stations, portable toilets and restroom trailers with hand wash stations, hand sanitizing stands, shower trailers, and laundry trailers with generators including service of waste</li> <li>- Power generation, fluid transfer, temporary lighting (indoor and outdoor) and site signage</li> <li>- Full range of HVAC products including air scrubbers, negative air machines with HEPA filtration, and portable air conditioners and heaters</li> </ul> |
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### Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * |
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| 46 | Do your warranties cover all products, parts, and labor? | <p>For Rentals: United Rentals warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, United Rentals shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, United Rentals will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Sourcewell Member's abuse, misuse or neglect, then the Sourcewell Member will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN UNITED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.</p> <p>For Purchases of New Equipment: The only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). United Rentals will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes United Rentals to repair or replace the equipment, United Rentals will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED."</p> <p>For Purchases of Used Equipment: United Rentals shall assign to the any remaining warranty from the original equipment manufacturer ("OEM") to the extent assignable. United Rentals makes no warranties express or implied with respect to the any used equipment being sold and all warranties, express or implied are disclaimed.</p> <p>In lieu of providing a warranty on the sale of used equipment, United Rentals will offer its United Guard service contract. Subject to the United Guard terms and conditions, United will perform the services outlines therein at the fees set forth therein.</p> <ul style="list-style-type: none"> <li>• A copy of the United Guard Terms and Conditions is attached.</li> </ul> <p>For Service: United Rentals warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then United will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse or neglect, United shall have no obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with United Rental's service herein is the warranty provided by the original equipment manufacturer ("OEM"). United will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes United to repair or replace the part, United will do so.</p> <p>EXCEPT AS SET FORTH HEREIN BIDDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.</p> <p>For Damage to Rental Equipment: All of our rental equipment is owned by United Rentals, and all preventative and regular use maintenance will be taken care of by United Rentals. For costs due to damage, Sourcewell participating entities will have our Rental Protection Plan (RPP). It is a simple, affordable and smart way to protect yourself from the unforeseen. United Rentals offers a comprehensive program to provide you with added protection for the most common problems:</p> <ul style="list-style-type: none"> <li>• Accidental damage to United Rentals equipment and vehicles</li> <li>• Theft of United Rentals equipment and vehicles do have the option to provide</li> </ul> <p>The participating entities can opt-out of RPP by providing a Certificate of Insurance with the applicable property insurance.</p> |
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| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | <p>For Rentals. Yes. As stated above, United Rentals will repair or replace equipment at its sole cost and expense during the rental period if the equipment needs repair or replacement. However, if the equipment needs repair or replacement due to any other reason that defect in the equipment, United Rentals' negligence or reasonable wear and tear, the Sourcewell participating entity will be responsible for the cost of repair or replace. Reasonable wear and tear of the rental 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 Rentals 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.</p> <p>Also, Customers agree to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify United Rentals when equipment needs repair or maintenance. 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.</p> <p>In the case of the loss or destruction of any equipment, or inability or failure to return same to United Rentals 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. Repair or replacement of tires and tubes is the responsibility of Customer.</p> <p>For New and Used Equipment Sales. As state above, the only warranty available for new or used equipment is the warranty provided by the OEM. Any restrictions or limitation would be set forth in the OEM warranty.</p> | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | <p>For Rentals. Costs including technician travel time that are associated with service required due to defects in the equipment, reasonable wear and tear or United negligence is the responsibility of United Rentals. The cost of Service required for any other reason will the participating entities' responsibility.</p> <p>For New and Used Equipment Sales. The OEM warranty will set forth what expenses are covered.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | <p>For Rentals. All branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.</p> <p>For New and Used Equipment Sales. Subject to approval of the warranty claim by the OEM and subject to authorization from the OEM to perform work, as stated above, all branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |

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| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | <p>United Rentals is not the original equipment manufacturer ("OEM") on any of the equipment it rents or sells. United is certified to perform warranty service by many OEMs. Upon acceptance of a warranty claim by the OEM and upon the OEM authorizing United to perform service, United Rentals is able to perform warranty service on many OEM's equipment..</p> <p>We strive to lead our industry in service performance, particularly when it comes to equipment maintenance and readiness for rental. United Rentals invests in our service personnel to ensure that they are up to speed on manufacturer's service requirement with internal or manufacturer sponsored training. We have also invested heavily in resources designed to make our company more efficient in maintaining our equipment to the highest standards. All 1524 + United Rentals locations use the same systems in order to ensure that Preventive Maintenance, ANSI inspections and manufacturer's service bulletins are being completed with integrity per our company procedure. United Rentals is responsible for the costs associated with inspecting and servicing our owned equipment. If requested, United Rentals can also provide inspections and services on equipment owned by our customers at mutually agreed upon rates.</p> <p>Some of the specific procedures are:</p> <ul style="list-style-type: none"> <li>Preventive maintenance: PM's are governed by the stricter of two regulatory programs: Either 1) Per manufacturer's recommendation of service requirement or; 2) Perform an inspection inside of 90 days and / or service of the equipment with 250 operating hours. The "Rental Flow" process also tracks pending PM's due for service personnel to monitor. These PM's are performed at our locations as well as at customer locations by qualified field service technicians.</li> <li>ANSI inspections on aerial equipment, booms and scissors, are required by law. United Rentals has a NO-EXCEPTIONS policy related to ANSI inspections; if a unit does not receive this inspection within a year from its last date, it is taken out of rental service.</li> <li>Manufacturer's service bulletins are handled as United Rentals is notified, either in our shops or in the field.</li> </ul> | * |
| 51 | What are your proposed exchange and return programs and policies?                                                                                                                                | <p>For Rentals. If a piece of equipment is not operating properly, United Rentals will deploy one of its factory-trained technicians to perform the repair and/or supply the necessary parts. United Rentals promptly responds to repair and maintenance service calls – typically within two to four hours. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as quickly as it can.</p> <p>For New and Used Equipment Sales. Exchange and return programs/policies are determined by the OEM.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 52 | Describe any service contract options for the items included in your proposal.                                                                                                                   | <p>For Rentals. Please note that service is provided at no cost to customer, unless such service is due to customer's fault. Please refer to service labor pricing included in our pricing spreadsheet. All branches have in-house technicians available to service and maintain our equipment.</p> <p>For Customer-owned equipment. If the customer has owned equipment, they can chose to utilize our Customer Equipment Solutions team to manage and perform the equipment service needs. We have a dedicated team and dedicated service technicians that solely work on customer owned equipment and do not work on our rental fleet.</p> <p>For New and Used Equipment Sales. In addition, any Sourcewell participating entity may purchase a United Guard Service Contract with the purchase of equipment as mentioned above.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
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| 53 | Describe any performance standards or guarantees that apply to your services                             | <p>We work together with our customers, communities and employees to find solutions with a shared commitment to service and safety. To us, this is a simple, but powerful notion we call Work United™. It's a shared mindset. One of partnership that helps us face any challenge, together.</p> <p>Quality Assurance: United Rentals maintains a fleet of well-maintained equipment to ensure reliability and safety. We follow strict maintenance schedules and inspection procedures to guarantee that the equipment is in good working condition before it goes out on rental.</p> <p>Preventive maintenance: During the rental, our system estimates use in addition to physical checks and inquiries for hour meter updates. Maintenance steps (requirements) for each category and class of equipment are tracked within our system based on hours, miles and days. Reporting is generated daily for inspection and scheduling purposes. Service and safety bulletins released by manufacturers are loaded centrally and tracked within this same reporting system. We will schedule with the participating entities to do maintenance during a down time when equipment is on-rent.</p> <p>Customer Service: United Rentals provides excellent customer service, including knowledgeable staff to help customers select the right equipment for their needs, as well as assistance with any issues or questions that may arise during the rental period.</p> <p>Safety Standards: Safety is paramount to United Rentals. We adhere to strict safety standards and we provide training and familiarization on the proper use of equipment to ensure the safety of customers and their employees.</p> <p>Digital Notifications &amp; PO Management: United Rentals also offers relevant notifications through Total Control ® to the right people at the right time. With United Rentals simplified notifications experience, every customer has the ability to pick a notification format - SMS or email, set up notifications across all project stages from quote through final invoice, and identify who should receive each notification. We know schedules are tight, and the complexities of today's worksites make efficient processes mission-critical. We're here to help. With our suite of intuitive digital tools, we make it easy for customers to view invoices, make payments, stay informed with custom notifications and tap into actionable data.</p> <p>Keeping track of invoices and payments can be a tedious and time-consuming task. Between our cloud-based fleet management software, Total Control ® and the United Rentals Mobile App, customers have access to valuable features that can help streamline administrative processes and drive smart decisions.</p> <p>Access and pay invoices, day or night<br/>View account balances and track invoice age<br/>Visibility for the right person with invoice sharing and notifications<br/>With the PO Management function in Total Control ®, teams can keep track of purchase orders and quickly navigate to crucial aspects of the project billing cycle. From open contracts to reservations and invoices, paid and past due, the PO Tab has what you need.</p> <p>Plus, users now have the ability to assign an owner to each Purchase Order, so your crew can stay in the know and in control.</p> |
| 54 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Quality Assurance: United Rentals adheres to strict maintenance schedules and inspection protocols for all equipment in their fleet. This involves regular servicing, repairs, and thorough inspections to identify and address any potential safety issues before equipment is rented out.</p> <p>We encourage all customers to use Total Control ®, a suite of technology solutions offered by United Rentals to enhance efficiency, safety, and productivity for its customers. Total Control encompasses various digital tools and platforms designed to streamline equipment rental processes, improve job site management, and provide valuable insights into equipment utilization and performance.</p> <p>With telematics-enabled equipment from United Rentals, customers can maximize jobsite efficiencies with valuable insights into runtime and equipment utilization, plus gain visibility to all equipment in one place. Telematics data also enables customers to monitor equipment fuel and service with alerts. United Rentals has the largest and most robust, connected fleet in the industry, and a variety of trackable assets so customers have real-time visibility into location and utilization - owned and rented.</p> <p>With Equipment Diagnostic Alerts from United Rentals, customers can stay informed about critical equipment functions and performance indicators.</p> <p>Through Total Control ®, customers receive customizable alerts about machines on their job sites, streamlining equipment maintenance and keeping downtime to a minimum.</p> <p>Types of Equipment Diagnostic Alerts include:</p> <p>Low DEF Level: Alerts when a piece of equipment's Diesel Emission Fluid falls below the low DEF threshold (25%)</p> <p>Diesel Particulate Filter: Alerts when a piece of equipment requires a regeneration</p> <p>Emergency Stop: Alerts when the E-stop on a piece of equipment is engaged</p> <p>High Coolant Temperature: Alerts when a generator's temperature is running too hot</p> <p>High / Low Frequency: Alerts when a generator is outputting at a high/low frequency</p> <p>Customer Service: United Rentals currently holds 4.6 Stars out of 5 on Procurated. website: <a href="https://app.procurated.com/suppliers/united-rentals-north-america-inc-b5e4173b-c387-471b-b30a-3912acf62deb">https://app.procurated.com/suppliers/united-rentals-north-america-inc-b5e4173b-c387-471b-b30a-3912acf62deb</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|  | <p>In addition, we regularly conduct customer surveys to gather feedback on various aspects of our services, including satisfaction levels, areas for improvement, and overall customer experience. See full list below:</p> <p>1) Overall Satisfaction: How satisfied customers are with the quality of equipment, customer service, and rental experience.</p> <p>Equipment Performance: Feedback on the reliability, functionality, and condition of rented equipment.</p> <p>2) Customer Service: Evaluation of interactions with United Rentals staff, including professionalism, responsiveness, and helpfulness.</p> <p>3) Rental Process: Assessment of the ease of renting equipment, including the online rental process, availability of equipment, and clarity of rental terms and conditions.</p> <p>4) Safety: Feedback on safety measures and support provided by United Rentals, including training resources, equipment safety features, and adherence to safety regulations.</p> <p>5) Value for Money: Perceptions of the value received in relation to the rental rates charged by United Rentals.</p> <p>6) Suggestions for Improvement: Opportunities for United Rentals to enhance their services, address any shortcomings, and better meet customer needs and expectations.</p> <p>Safety Standards: United Rentals Inc. places "Safety First". We Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first. We empower every employee with the power to "Stop Work" whenever a safety situation arises so we can not only prevent an accident, but document and learn in real time. This allows us to stay the industry leader in safety but and to the latest updates in safety standards, guidelines and regulations. are some topics that drive our safety standards.</p> <p>1) Equipment Inspection and Maintenance: Regular inspection and maintenance of rental equipment are essential for ensuring safety. United Rentals follows manufacturer guidelines and industry best practices for inspecting, servicing, and maintaining their equipment fleet. This helps to identify and address any potential safety issues before equipment is rented out.</p> <p>2) Training and Education: United Rentals provides training and educational resources to customers on the safe operation of rental equipment. This could include online resources, safety manuals, instructional videos, and in-person training sessions conducted by qualified personnel. Training may cover topics such as equipment operation, maintenance, and proper safety procedures.</p> <p>3) Safety Guidelines and Documentation: United Rentals provides safety guidelines and documentation for each piece of equipment they rent out. This may include operation manuals, safety decals, warning labels, and instructional materials that highlight potential hazards and safe operating practices.</p> <p>4) Personal Protective Equipment (PPE): United Rentals requires customers to use appropriate personal protective equipment (PPE) when operating certain types of equipment. This could include items such as fall protection, hard hats, safety glasses, gloves, hearing protection, and high-visibility clothing. also offer PPE for sale or rental alongside equipment at our locations.</p> <p>5) Compliance with Regulations: United Rentals complies with all safety regulations and standards set forth by government agencies such as OSHA (Occupational Safety and Health Administration) in the United States and similar regulatory bodies in other countries. This may involve ensuring that equipment meets safety standards and that rental operations adhere to legal requirements.</p> <p>6) Emergency Preparedness: United Rentals has procedures in place for handling emergencies or accidents involving rental equipment. This could include protocols for reporting incidents, providing first aid, and coordinating with emergency responders when necessary.</p> <p>7) Safety Culture: United Rentals fosters a strong safety culture among its employees and encourages customers to prioritize safety in their operations. This may involve promoting safety awareness, encouraging open communication about safety concerns, and recognizing and rewarding safe behaviors.</p> <p>It's important for customers to familiarize themselves with United Rentals' specific safety protocols and guidelines for the equipment they intend to rent. This may involve asking questions, seeking clarification on safety procedures, and following all instructions provided by United Rentals staff. By prioritizing safety and adhering to established guidelines, customers can help ensure a safe rental experience.</p> |  |
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**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                 | Response *                                                                                                                                                                                                                             |   |
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| 55        | Describe your payment terms and accepted payment methods.                                                                                                                                                                                                                | Our pricing terms are Due Upon Receipt.                                                                                                                                                                                                | * |
| 56        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                     | We cannot offer leasing or financing options through United Rentals, however we have experience working with Sourcewell awarded lending and other partners when the customer requests this option.                                     | * |
| 57        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Through our typical rental transactions utilize industry standard documents to include rental agreement terms, quotes, and invoices. We have included in the Documents section a copy of a quote, Rental Agreement & a sample invoice. | * |
| 58        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                               | Yes we do accept P-card procurement and payment with no additional charges.                                                                                                                                                            | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
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| 59        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                       | Please see our attached pricing spreadsheet. United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 60        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                         | United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |
| 61        | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                           | This is a NOT TO EXCEED contract. Customers can negotiate volume pricing locally on a case by case basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 62        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                                   | As with normal requests, United Rentals will field off-schedule requests through local territory representatives or our Government Customer Care Center. This will enable us to provide first-class service to Sourcewell members through our knowledgeable team. Our philosophy is that no request is unreasonable and will be investigated to the fullest. Our strategy will be to field requests and factor in rental patterns, demands for new technology or advances in equipment efficiencies, and enactment of new legislation, affecting equipment. If we see a spike in a certain category, we will ask Sourcewell to determine if the equipment can be added to our schedule. For Sourcewell members, we would like to propose a NOT TO EXCEED markup of 24% on the total invoice cost from a 3rd Party Vendor for rentals and related services, including but not limited to equipment re-rents, labor, fuel and transportation costs. | * |
| 63        | Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their | Installation, Set up Costs for Specialty Equipment Rental Solutions<br><br>United Rentals' proposal includes specialty equipment solutions that may require additional labor costs as a result of setup, installation, mandatory training, or initial inspection. The estimated labor costs will be based on the hourly rate schedule posted in the repair / service tab and negotiated at the time of the rental quote.<br>A.) Storage & Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |

relationship to the Proposer.

## Solutions

Rentals may require additional equipment and services, such as site preparation, ramps, anchoring and tie-downs, skirting and other materials and supplies for ground level offices, office trailers and modular buildings. These consumable items along with labor charges are not included in the scheduled rental rate or transportation fees and will be quoted at the time of rental. Labor and consumables associated with the additional equipment and services will be charged at the parts, labor & service rate approved for Sourcewell customers.

### B.) Power and HVAC

Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades.

### C.) Trench Safety

Services may include the engineering, delivery and pickup of the trench/shoring system (the "System").

### D.) Fluid Solutions

May include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Tank Rentals may include 3rd party cleaning fees unless customer can provide "certified washed / cleaned" documentation.

### E.) Portable Restroom Services

Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Modular Fence rentals will include consumable retail sales items to be quoted at the time of rental based on the quantities of the order.

### F.) Scaffolding Services

May include the installation and dismantling of scaffolding, including all parts and accessories.

### G.) Vehicle

May include the installation of customized truck parts and accessories.

Labor Rate / Service Calls - Customer Owned Equipment - US  
 7am - 4pm = \$163.26/hr  
 4pm - 9pm = \$244.89/hr  
 9pm - 7am, Holidays and weekends = \$326.52/hr

Planned Maintenance & Inspection - Customer Owned Equipment  
 (PM Program) - US  
 5% off listed price  
 List minus 5%  
 Parts  
 US  
 total margin  
 40%  
 Freight  
 US  
 total margin  
 20%

**\*\*After Hours, Weekends, and Holidays\*\***

An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to the pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

**\*\*Third Party Hauling Charges\*\***

In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

**\*\*Oversize/Permitted Loads\*\***

All applicable fees will be communicated at time of service.

**\*\*Over Time Charges\*\***

Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

**\*\*Truck Rental Allowance (US)\*\***

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 2000 mile per 28 day monthly billing cycle and a \$0.22 Per Mile charge shall be assessed when monthly miles exceed the 2,000 miles allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

**\*\*Rental Equipment Fuel Service\*\***

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

**Refueling Service Charge**

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the branch location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

**Tire Repair**

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

**Environmental Fee**

Due to the hazardous nature of some of our waste products, United Rentals charges an Environmental Service Charge on rental invoices for equipment which contains an internal combustion engine,

hydraulic oils or similar components. The Charge is 1.84% of the rental charge, with a maximum charge of \$99 per invoice. This charge is not a tax or government mandated fee. We are offering to waive this fee for this new contract in order to provide the participating entities additional new savings.

#### Additional Fees

Some government entities have special fees, such as the SMM fee in Colorado (Texas and Maryland have similar fees). These fees are setup by local/state government entities, and are charged at the direction of local/state laws. United Rentals passes these fees directly to the customer with no markup. These fees are usually negligible in nature and are included quotes provided by our branches.

#### Rental Protection Plan

United Rentals offers an OPTIONAL, affordable and smart way to protect your agency from the unforeseen. The plan covers accidental damage or theft of United Rentals equipment. This RPP coverage must be selected prior to delivery of the equipment. Additional details can be requested from your local branch. See attached document for additional information on our RPP program. Non-governmental agencies (non-profits, NGO, etc.) will be required to provide a certificate of insurance in order to opt out of the RPP program.

#### United Guard

Full coverage offered for used equipment (OPTIONAL). Equipment over \$2,500 that is eligible for United Guard™ must be nine years old or newer. Licensed vehicles are not eligible for United Guard. Used equipment must be in rental ready condition at time of sale. United Guard is available within 72 hours of equipment purchase and cannot be renewed once the term expires. Other conditions and restrictions may apply. We have also provided additional information about United Guard™ in the documents section.

#### Davis Bacon Act

We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.



|    |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 64 | <p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p> | <p>Standard Delivery during normal working hours. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.</p> <p><b>**Standard Delivery during normal working hours**</b><br/> Delivery/Pickup Charges = \$160.69 flat charge (each way) then \$4.19 per mile</p> <p><b>**After Hours, Weekends, and Holidays**</b><br/> An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.</p> <p><b>**Third Party Hauling Charges**</b><br/> In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.</p> <p><b>**Oversize/Permitted Loads**</b><br/> All applicable fees will be communicated at time of service.</p> <p><b>**Over Time Charges**</b><br/> Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.</p> <p>Field Automation Strategy &amp; Technology (FAST)<br/> The Field Automation Strategy and Technology (FAST) program builds on the current strengths of our field platform with new technologies and procedures that support operations. This program is focused on supporting branches in improving delivery and pickup scheduling, route mapping, and overall equipment transportation performance. This includes equipment bar-coding, handheld devices for drivers, new dispatch capabilities, and procedural improvements. FAST makes the Rental Flow process more user-friendly for customers and for United Rentals.</p> <p>Sourcewell member advantages</p> <ul style="list-style-type: none"> <li>• Route Optimization and turn by turn directions increases the likeliness of on time delivery and expedited pick up when called off rent</li> <li>• Real-time visibility of the status of delivery's and or location truck</li> <li>• Actionable alerts for deliveries in jeopardy for real time customer updates</li> <li>• Electronic condition reports with embedded pictures of the equipment upon delivery and pick up</li> <li>• One electronic signature covers all legal documentation</li> <li>• Contract can be e-faxed or emailed to customers preferred address right from the drivers Hand Held Computer / Jobsite</li> </ul> <p>Sustainability Advantages</p> <ul style="list-style-type: none"> <li>• Reduction in Carbon foot print by optimized routing reduces mile driven and fuel used</li> <li>• Electronic contracts and condition reports</li> <li>• GPS tracking &amp; monitoring of delivery fleet</li> <li>• Reduced engine idle time and fuel used</li> </ul> <p>Reduced tire and maintenance cost</p> <ul style="list-style-type: none"> <li>• Paperless DOT Driver logs</li> </ul> <p>Safety Advantages</p> <ul style="list-style-type: none"> <li>• GPS tracking &amp; monitoring of delivery fleet: Speeding and hard braking alerts</li> <li>• Reduced vehicle accident claims</li> </ul> <p>Electronic Driver logs</p> <ul style="list-style-type: none"> <li>• Higher level of DOT compliance</li> <li>• Higher level of vehicle maintenance</li> </ul> |
| 65 | <p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>                                  | <p>No restrictions or additional charges in AK as United Rentals has 2 locations in state. United Rentals currently does not have a location in Hawaii, and would only deliver on a case by case basis that would be negotiated up front with Sourcewell members. United Rentals can service Puerto Rico and the US Virgin Islands, these delivery charges will be negotiated on a case by case basis if equipment is not available on location.</p> <p>Standard Delivery/Pick-up during normal working hours in Canada</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

**\*\*Standard Delivery during normal working hours\*\***

Delivery/Pickup Charges = 216 CAN\$\$ flat charge (each way) then 5.16 CAN\$\$ per KM

**\*\*Truck Rental Allowance (CAN)\*\***

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 3200 mile per 28 day monthly billing cycle and a \$0.21 Per KM charge shall be assessed when monthly miles exceed the 3,200 km allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

**\*\*After Hours, Weekends, and Holidays\*\***

An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

**\*\*Third Party Hauling Charges\*\***

In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

**\*\*Oversize/Permitted Loads\*\***

All applicable fees will be communicated at time of service.

**\*\*Over Time Charges\*\***

Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

**\*\*Rental Equipment Fuel Service\*\***

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

Customer Owned Equipment - Repairs, Service & Inspections (CAN Only)

A.) Service Calls & Applicable Labor Charges - Customer Owned Equipment

Should the customer seek to engage United Rentals' certified mechanics / technicians for service calls, repairs or labor performed during normal business hours (7:00 am to 4:00 pm, M-F), they will be billed at \$221.54 per hour, portal to portal, and all labor performed outside of these regular business hours will be billed at 1.5x (4:00PM – 9:00PM M-F) and 2X the normal rate for all other times (dependent on the time of day, day or week, or holiday). These rates also apply to all specialty solutions and engineered system set-ups. All rates will be pre-negotiated with the customer prior to service and labor execution. United Rentals will try to accommodate customer requested time frames to perform unscheduled services or repairs but cannot guarantee service times. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Billed hourly rate for wait time will apply. Service is market driven and is not available in all geographical areas.

B.) Planned Maintenance & Inspection - Customer Owned Equipment (PM Program)

Should the customer seek to engage United Rentals' certified mechanics / technicians for completion of planned services (PMs - Preventative Maintenance) and /or required inspections, they will be billed list rate less 5%. This is a



|    |                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
|----|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
|    |                                                                                               | <p>contracted service -- not on-demand. Basic PM service includes Lube, Engine Service, Fuel Filter, Engine Oil Filter, Oil, and up to one hour travel time. Customer may request specific service intervals per equipment types. Additional charges may apply for Tier Four Engines. Customer must provide United Rentals with list of equipment requiring planned services and inspections - United Rentals to supply proposal for services and inspections. United Rentals will try to accommodate customer requested time frames to perform services and inspections. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Service is market driven and is not available in all geographical areas.</p> <p>C.) Repair and Service Parts - Customer Owned Equipment</p> <p>These are additional costs and will be itemized on a Work Order. Parts shall be billed at a 40% margin and freight for repair parts will be billed at a 20% margin.</p> <p>D.) Extended Warranty - Customer Owned Equipment</p> <p>United Rentals will assign to customer any manufacturer's warranty on parts incorporated into the equipment as part of this service, to the extent assignable for a period of 30 days following completion of services by United Rentals, provided that customer provides written notice to United setting forth in detail how services how such services were unsatisfactory. United Rentals may, in its sole discretion, and as its sole liability hereunder, repair or replace such unsatisfactory services, or refund any monies paid to United by the customer. Such repair, replacement or refund shall be customers' sole remedy under this work order. United Rentals disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.</p> <p>Labor Rate / Service Calls - Customer Owned Equipment<br/>CAN<br/>7am - 4pm<br/>\$221.54/hr<br/>4pm - 9pm<br/>\$332.31/hr<br/>9pm - 7am, Holidays and weekends<br/>\$443.08/hr</p> <p>Planned Maintenance &amp; Inspection - Customer Owned Equipment (PM Program)<br/>CAN<br/>5% off listed price<br/>List minus 5%<br/>Parts<br/>CAN<br/>total margin<br/>40%<br/>Freight<br/>CAN<br/>total margin<br/>20%</p> |   |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | All delivery options discussed in previous question. If a unique situation arises that is not covered under the previous options, United Rentals and the requesting Sourcewell member will negotiate at time of request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|----------|
| 67        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 68        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | <p>The United Rentals government team will be available to provide up-to-date information. In addition to direct communication with the team a sample report has been provided in the response.</p> <p>United Rentals customer quotes, orders, change orders and updates are recorded within United Rentals' RentalMan computerized rental system. They are recorded in date order, with unique, individualized numerical designations. Customer accounts are identified as eligible to utilize the Sourcewell contract and are identified further within the RentalMan system with a customer level code and United Rentals' pricing agreement for the contract will be loaded into the customer account file.</p> <p>United Rentals will identify and report all product/equipment sourced as part of a Sourcewell contact purchases and provide timely payment of administrative fees to Sourcewell.</p> <p>On a quarterly basis, we will perform analysis of the detailed pricing file, review the pricing agreement for accuracy or updates/changes, and audit the individual customer invoices and transactions for accuracy and compliance with the contract.</p> |
| 69        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                                                                                                                                                                                                                                                                                                                                                                    | <p>The list below are some of the internal metrics that will be tracked and measured to substantiate success of the contract.</p> <ul style="list-style-type: none"> <li># of accounts utilizing Sourcewell</li> <li>Revenue per account utilizing Sourcewell</li> <li>Total Revenue under contract</li> <li>Account Growth</li> <li>Declining and Inactive Accounts</li> </ul> <p>As an example, within the last six months 7,190 Sourcewell members have utilized the current United Rentals' Sourcewell contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 70        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)                                                                                                   | United Rentals proposes a 2% administrative fee on all eligible sales and rentals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                                                        | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 71        | Describe the rent-to-buy option for new rental equipment if applicable.                                         | We do not offer rent-to-buy options for new equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 72        | Describe your used rental equipment sales program if applicable.                                                | <p>United Rentals sells top-quality used equipment that is sourced directly from leading manufacturers.</p> <ul style="list-style-type: none"> <li>Customers can buy with confidence, as this equipment is expertly maintained by the same team that services the United Rentals fleet.</li> <li>Customers can continue to rely on United Rentals for maintenance of any purchased equipment through its Customer Equipment Solutions.</li> </ul>                                                                                                                                                                                                                                                                                       |
| 73        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, climate control, fluid solutions, disaster recovery, onsite tool management, portable sanitation, and related services.</p> <p>Related Services include United Academy Safety Training, Customer Equipment Servicing, New and Used Equipment Sales, and Third Party Rentals. Please see our attached proposal document for a comprehensive product offering.</p> |
| 74        | Within this RFP category there may be                                                                           | Below is a high-level listing of the equipment categories we can provide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

subcategories of solutions. List subcategory titles that best describe your products and services.

#### Gen Rent / Aerial

- Forklifts
- Boom Lifts
- Excavators
- Scissor Lifts
- Compressors
- Skid steers
- Light Towers
- Commercial & Utility Trucks

#### Power & HVAC

- Generators
- Dehumidifiers
- Climate Control
- Transformers
- Power Distribution Panels

#### Fluid Solutions

- Pumps
- Containment
- Filtration Systems
- Fluid Transfer
- Accessories
- Hose, Pipe, & Fittings

#### Tool Solutions

- Electrical & Hand Tools
- Welding
- Mobile Tool Rooms
- Custom Boxes
- Radio & Communication Systems
- Turnstiles
- Safety Wearables

#### Trench Safety

- Shoring & Shielding
- Engineered Systems
- Road Plates
- Confined Space Safety

#### Onsite Services

- Portable Restrooms
- Restroom Trailers
- Hand-washing Stations
- Shower Trailers

#### Mobile Office & Storage Solutions

- Storage Containers
- Ground Level Offices
- Modular Buildings
- Mobile Office Trailers

#### United Academy – Safety Training

- Operator Certification Training
- Jobsite Safety Training
- OSHA Certified Training

#### Customer Equipment Servicing

- Preventative Maintenance
- Annual and Quarterly Inspections
- Servicing Downed Equipment

#### New & Used Equipment Sales

- United Rentals sells the equipment that ages out of our rental fleet.
- We currently represent approximately 280 manufacturers that have authorized United Rentals to sale New Equipment to Sourcewell members. For this contract our pricing will be setup as a “cost plus” model. Additional details and allowable margins can be found in the pricing file under the New and Used Equipment tab. Provides Rental Fleet Customers with quality used equipment that has always been worked on by manufacturer trained United Rentals technicians.
- Keeps our rental fleet at a young age for the customers.

#### Third Party Rentals

- United Rentals is providing a re-rental option. We can find equipment from another company and rent it under one United Rentals invoice when needed if our own fleet is out of the requested equipment or doesn't carry it.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

| Line Item | Category Selection *                                        |   |
|-----------|-------------------------------------------------------------|---|
| 75        | Category 1: Rental Equipment, Products and Related Services | * |

**Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

| Line Item | Category or Type                | Offered *                                                        | Comments                                                                         |   |
|-----------|---------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------|---|
| 76        | Earth Moving Equipment          | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Backhoes, dozers, excavators, skid steers, loaders, trenchers and tractors       | * |
| 77        | Aerial Equipment                | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Boom lifts, scissor lifts, push around and all other aerial work platforms.      |   |
| 78        | Compaction Equipment            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Rollers, plate compactors and jumping jacks.                                     |   |
| 79        | Industrial                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Miscellaneous hand / power tools and radios / communication systems.             | * |
| 80        | Roadway                         | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Traffic signage, arrow and message boards, road plate and trenching and shoring. |   |
| 81        | Concrete Equipment              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 82        | Landscape Equipment             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 83        | Trailers                        | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 84        | Lighting Equipment              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 85        | Barricades                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 86        | Signs                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 87        | Batteries or Charging Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 88        | Generators                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 89        | Wash Stations                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 90        | Portable Restrooms              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 91        | Temporary Shelters              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |
| 92        | Used Rental Equipment Sales     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                                  |   |

**Table 16: Depth and Breadth - Public Works and Public Utility Equipment**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

| Line Item | Category or Type                        | Offered *                                                        | Comments |
|-----------|-----------------------------------------|------------------------------------------------------------------|----------|
| 93        | Sewer Vac & Hydro or Air Excavators     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 94        | Street Maintenance & Cleaning Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 95        | Bucket Trucks                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 96        | Diggers                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 97        | Roll-Off Trucks                         | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 98        | Refuse Trucks                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |
| 99        | Waste & Debris Handling Equipment       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |          |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents****Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell RFP\_040924\_Rental\_Equipment\_Marketing Plan.zip - Monday April 08, 2024 17:56:46
- [Financial Strength and Stability](#) - Sourcewell RFP\_040924\_Rental\_Equipment\_Value Added.zip - Monday April 08, 2024 17:58:39
- [Marketing Plan/Samples](#) - United Rentals, Inc. 2023 Annual Report.pdf - Monday April 08, 2024 17:59:45
- [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell RFP 040924 Price List.xlsx - Monday April 08, 2024 18:00:31
- [Warranty Information](#) - RPP Flyer.pdf - Monday April 08, 2024 18:00:51
- [Standard Transaction Document Samples](#) - RFP\_040924\_Rental\_Equipment\_Contract\_Template - UR Revisions.docx - Monday April 08, 2024 18:01:08
- [Requested Exceptions](#) - Standard Transaction Documents.zip - Tuesday April 09, 2024 11:14:21
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated



by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Craig Schmidt, Vice President National Accounts, United Rentals (North America), Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes    ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                               | I have reviewed the below addendum and attachments (if applicable) | Pages |
|-------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_4_Rental_Equipment_RFP 040924<br>Wed March 13 2024 04:42 PM    | <input checked="" type="checkbox"/>                                | 3     |
| Addendum_3_Rental_Equipment_RFP 040924<br>Wed February 28 2024 09:59 AM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_2_Rental_Equipment_RFP 040924<br>Wed February 21 2024 03:00 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_1_Rental_Equipment_RFP 040924<br>Tue February 20 2024 04:03 PM | <input checked="" type="checkbox"/>                                | 1     |

| US                    |       |                                          |        |          |          |
|-----------------------|-------|------------------------------------------|--------|----------|----------|
| Aerial Work Platforms |       |                                          |        |          |          |
| Cat                   | Class | Description                              | Day    | Week     | Month    |
| 300                   | 1000  | SCISSOR LIFT 10-13' ELECTRIC             | \$ 149 | \$ 289   | \$ 505   |
| 300                   | 1500  | SCISSOR LIFT 14-18' ELECTRIC             | \$ 157 | \$ 315   | \$ 476   |
| 300                   | 1512  | VERTICAL LIFT 12' ELEC SELF PROPELLED    | \$ 154 | \$ 315   | \$ 505   |
| 300                   | 1515  | VERTICAL LIFT 15' ELEC SELF PROPELLED    | \$ 188 | \$ 353   | \$ 571   |
| 300                   | 1520  | VERTICAL LIFT 20' ELEC SELF PROPELLED    | \$ 199 | \$ 398   | \$ 622   |
| 300                   | 1999  | SCISSOR LIFT 18-19' ELECTRIC 60" LENGTH  | \$ 169 | \$ 296   | \$ 532   |
| 300                   | 2000  | SCISSOR LIFT 19' ELECTRIC                | \$ 175 | \$ 320   | \$ 564   |
| 300                   | 2001  | SCISSOR LIFT 20-21' ELECTRIC             | \$ 182 | \$ 327   | \$ 590   |
| 300                   | 2003  | SCISSOR LIFT 20-21' ELECTRIC POWER DECK  | \$ 182 | \$ 327   | \$ 590   |
| 300                   | 2080  | PUSHAROUND 15-20' DC                     | \$ 157 | \$ 372   | \$ 658   |
| 300                   | 2514  | SCISSOR LIFT 24-26' ELECTRIC 68" LENGTH  | \$ 238 | \$ 441   | \$ 861   |
| 300                   | 2515  | SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE | \$ 238 | \$ 441   | \$ 861   |
| 300                   | 2525  | SCISSOR LIFT 24-26' ELECTRIC 46-68" WIDE | \$ 238 | \$ 441   | \$ 861   |
| 300                   | 2545  | SCISSOR LIFT 25-27' ELECTRIC 4WD         | \$ 261 | \$ 560   | \$ 1,191 |
| 300                   | 2551  | SCISSOR LIFT 25-27' IC 4WD               | \$ 283 | \$ 679   | \$ 1,396 |
| 300                   | 2575  | PUSHAROUND LIFT STRADDLE ATTACHMENT      | \$ 170 | \$ 381   | \$ 818   |
| 300                   | 2580  | PUSHAROUND 20-25' DC                     | \$ 189 | \$ 441   | \$ 780   |
| 300                   | 2995  | SCISSOR LIFT 30-33' ELECTRIC 32" WIDE    | \$ 283 | \$ 674   | \$ 1,266 |
| 300                   | 2999  | SCISSOR LIFT 30-35' ELECTRIC 46-48" WIDE | \$ 251 | \$ 585   | \$ 1,078 |
| 300                   | 3000  | SCISSOR LIFT 30-33' ELECTRIC 68" WIDE    | \$ 292 | \$ 679   | \$ 1,265 |
| 300                   | 3045  | SCISSOR LIFT 30-35' ELECTRIC 4WD         | \$ 362 | \$ 736   | \$ 1,475 |
| 300                   | 3051  | SCISSOR LIFT 30-35' IC 4WD               | \$ 353 | \$ 780   | \$ 1,625 |
| 300                   | 3052  | SCISSOR LIFT 30-35' IC 4WD SPEED LEVEL   | \$ 382 | \$ 853   | \$ 1,848 |
| 300                   | 3080  | PUSHAROUND 26-35' DC                     | \$ 202 | \$ 465   | \$ 837   |
| 300                   | 4000  | SCISSOR LIFT 39-40' ELECTRIC             | \$ 393 | \$ 861   | \$ 1,689 |
| 300                   | 4047  | SCISSOR LIFT 39-40' ELECTRIC 45-48"WIDE  | \$ 432 | \$ 871   | \$ 1,715 |
| 300                   | 4051  | SCISSOR LIFT 36-49' IC 4WD               | \$ 378 | \$ 861   | \$ 1,754 |
| 300                   | 4080  | PUSHAROUND 36-48' DC                     | \$ 245 | \$ 630   | \$ 1,186 |
| 300                   | 4555  | SCISSOR LIFT 45' ELECTRIC 55" WIDE       | \$ 425 | \$ 800   | \$ 1,461 |
| 300                   | 5050  | SCISSOR LIFT 50-59' IC 4WD               | \$ 515 | \$ 1,175 | \$ 2,301 |
| 300                   | 5060  | SCISSOR LIFT 60-70' IC 4WD               | \$ 766 | \$ 1,791 | \$ 4,311 |
| 310                   | 1230  | GLAZIER PACKAGE FOR BOOM                 | \$ 16  | \$ 35    | \$ 85    |
| 310                   | 1526  | BOOM VERTICAL MAST 26' SELF PROPELLED    | \$ 336 | \$ 930   | \$ 1,991 |
| 310                   | 3001  | BOOM 30-39' ARTICULATING IC 4WD          | \$ 393 | \$ 968   | \$ 2,060 |
| 310                   | 3050  | BOOM 30-33' ARTICULATING DC              | \$ 345 | \$ 847   | \$ 1,902 |
| 310                   | 3080  | BOOM 30-36' TOWABLE                      | \$ 357 | \$ 899   | \$ 1,937 |
| 310                   | 3450  | BOOM 34-39' ARTICULATING DC              | \$ 369 | \$ 908   | \$ 1,974 |
| 310                   | 3524  | BOOM 35-42' GAS/AC ART NARROW CRAWLER    | \$ 562 | \$ 1,405 | \$ 3,211 |
| 310                   | 4001  | BOOM 40-50' ARTICULATING                 | \$ 374 | \$ 992   | \$ 2,190 |
| 310                   | 4003  | BOOM 45-50' TELESCOPIC 4WD               | \$ 374 | \$ 992   | \$ 2,190 |
| 310                   | 4026  | BOOM 37-44' TELESCOPIC                   | \$ 357 | \$ 919   | \$ 2,122 |
| 310                   | 4050  | BOOM 40-46' ARTICULATING ELEC NARROW     | \$ 382 | \$ 992   | \$ 2,190 |
| 310                   | 4051  | BOOM 43-46' ARTICULATING ELECTRIC        | \$ 405 | \$ 1,030 | \$ 2,254 |
| 310                   | 4423  | BOOM 42-44' LI/BAT/AC ART NARROW CRAWLER | \$ 660 | \$ 1,957 | \$ 4,328 |
| 310                   | 4424  | BOOM 42-44' DSL/AC ART NARROW CR         | \$ 765 | \$ 1,630 | \$ 3,441 |
| 310                   | 5023  | BOOM 46-50' TOWABLE                      | \$ 395 | \$ 1,060 | \$ 2,316 |

| 310                                  | 5124  | BOOM 49-53' DSL/AC ART NARROW CR         | \$ 1,101 | \$ 2,376  | \$ 5,658  |
|--------------------------------------|-------|------------------------------------------|----------|-----------|-----------|
| 310                                  | 5423  | BOOM 54-56' LI/BAT/AC ART NARROW         | \$ 1,465 | \$ 3,792  | \$ 8,405  |
| 310                                  | 5424  | BOOM 54-56' DSL/AC ART NARROW CR         | \$ 1,116 | \$ 2,900  | \$ 7,394  |
| 310                                  | 6001  | BOOM 60-64' ARTICULATING                 | \$ 506   | \$ 1,273  | \$ 3,051  |
| 310                                  | 6003  | BOOM 60-64' ARTICULATING ELEC/MULTI PWR  | \$ 639   | \$ 1,447  | \$ 3,136  |
| 310                                  | 6005  | BOOM 60-64' TELESCOPIC ELECT/MULTI PWR   | \$ 506   | \$ 1,273  | \$ 3,111  |
| 310                                  | 6026  | BOOM 60-64' TELESCOPIC                   | \$ 486   | \$ 1,286  | \$ 3,111  |
| 310                                  | 6027  | BOOM 60-64' TELESCOPIC TRACKS            | \$ 644   | \$ 1,610  | \$ 3,948  |
| 310                                  | 6323  | BOOM 59-63' LI/BAT/AC ART NARROW         | \$ 2,016 | \$ 4,381  | \$ 9,665  |
| 310                                  | 6526  | BOOM 65-70' TELESCOPIC                   | \$ 506   | \$ 1,286  | \$ 3,111  |
| 310                                  | 6527  | BOOM 65-70' TELESCOPIC TRACKS            | \$ 778   | \$ 1,888  | \$ 4,135  |
| 310                                  | 6923  | BOOM 69-72' LI/BAT/AC ART NARROW CRAWLER | \$ 2,039 | \$ 4,348  | \$ 13,367 |
| 310                                  | 6924  | BOOM 69-72' DSL/AC ART NARROW CR         | \$ 2,039 | \$ 4,348  | \$ 13,367 |
| 310                                  | 7524  | BOOM 75-85' TELESCOPIC COMPACT T         | \$ 2,800 | \$ 6,846  | \$ 18,363 |
| 310                                  | 7723  | BOOM 75-85' LI/BAT/AC STR NARROW CRAWLER | \$ 2,800 | \$ 6,846  | \$ 18,363 |
| 310                                  | 8001  | BOOM 76-80' ARTICULATING                 | \$ 851   | \$ 2,250  | \$ 4,996  |
| 310                                  | 8026  | BOOM 76-80' TELESCOPIC                   | \$ 851   | \$ 2,250  | \$ 4,996  |
| 310                                  | 8526  | BOOM 84-86' TELESCOPIC 4WD               | \$ 851   | \$ 2,250  | \$ 4,996  |
| 310                                  | 9626  | BOOM 96-105' TELESCOPIC 4WD              | \$ 1,286 | \$ 3,485  | \$ 8,650  |
| 310                                  | 9800  | BOOM 125' TELESCOPIC WITH JIB 4WD        | \$ 1,625 | \$ 4,386  | \$ 9,619  |
| 310                                  | 9801  | BOOM 125' ARTICULATING IC 4WD            | \$ 1,625 | \$ 4,386  | \$ 9,619  |
| 310                                  | 9826  | BOOM 120' TELESCOPIC 4WD                 | \$ 1,501 | \$ 4,188  | \$ 9,079  |
| 310                                  | 9830  | BOOM 135' TELESCOPIC WITH JIB 4WD        | \$ 1,874 | \$ 5,111  | \$ 10,624 |
| 310                                  | 9835  | BOOM 135' ARTICULATING IC 4WD            | \$ 1,976 | \$ 5,241  | \$ 11,823 |
| 310                                  | 9901  | BOOM 150' ARTICULATING IC 4WD            | \$ 4,261 | \$ 9,974  | \$ 23,750 |
| 310                                  | 9926  | BOOM 150' TELESCOPIC 4WD                 | \$ 3,713 | \$ 9,058  | \$ 20,746 |
| 310                                  | 9940  | BOOM 180-185' TELESCOPIC                 | \$ 5,673 | \$ 13,329 | \$ 29,753 |
| <b>Air Compressors and Air Tools</b> |       |                                          |          |           |           |
| Cat                                  | Class | Description                              | Day      | Week      | Month     |
| 75                                   | 2065  | WINTERIZATION/SALT BRINE                 | \$ 20    | \$ 20     | \$ 20     |
| 100                                  | 3185  | COMPRESSOR 175-195 CFM                   | \$ 130   | \$ 327    | \$ 783    |
| 100                                  | 3186  | COMPRESSOR 175-195 CFM TIER 4            | \$ 225   | \$ 570    | \$ 1,022  |
| 100                                  | 3200  | COMPRESSOR 200-245 CFM DIESEL            | \$ 177   | \$ 450    | \$ 1,095  |
| 100                                  | 3250  | COMPRESSOR 250-345 CFM                   | \$ 215   | \$ 541    | \$ 1,355  |
| 100                                  | 3275  | COMPRESSOR 350-450 CFM HIGH PRESSURE     | \$ 305   | \$ 780    | \$ 1,871  |
| 100                                  | 3276  | COMPRESSOR 350-450 CFM 150 PSI T4        | \$ 379   | \$ 1,151  | \$ 1,965  |
| 100                                  | 3350  | COMPRESSOR 350-395 CFM DIESEL            | \$ 283   | \$ 682    | \$ 1,741  |
| 100                                  | 3380  | COMPRESSOR 400-445 CFM DIESEL            | \$ 296   | \$ 742    | \$ 1,871  |
| 100                                  | 3386  | COMPRESSOR 350-450 CFM TIER 4 200 PSI    | \$ 513   | \$ 1,349  | \$ 2,711  |
| 100                                  | 3750  | COMPRESSOR 750-795 CFM DIESEL            | \$ 525   | \$ 1,323  | \$ 3,275  |
| 100                                  | 3751  | COMPRESSOR 750-795 CFM DIESEL TIER 4     | \$ 620   | \$ 1,588  | \$ 3,929  |
| 100                                  | 3760  | COMPRESSOR 750-795 CFM HIGH PRESSURE     | \$ 531   | \$ 1,310  | \$ 3,212  |
| 100                                  | 3761  | COMPRESSOR 750-795 CFM 150 PSI T4        | \$ 589   | \$ 1,597  | \$ 4,176  |
| 100                                  | 3800  | COMPRESSOR 800-845 CFM DIESEL            | \$ 556   | \$ 1,386  | \$ 3,463  |
| 100                                  | 3801  | COMPRESSOR 800-845 CFM DIESEL TIER 4     | \$ 620   | \$ 1,588  | \$ 3,854  |
| 100                                  | 3900  | COMPRESSOR 850-1000 CFM 350 PSI          | \$ 946   | \$ 2,351  | \$ 5,872  |
| 100                                  | 3901  | COMPRESSOR 850-1000 CFM 350 PSI TIER 4   | \$ 1,167 | \$ 2,903  | \$ 7,600  |
| 100                                  | 3910  | COMPRESSOR 850-900 CFM GAS/DIESEL        | \$ 627   | \$ 1,567  | \$ 3,918  |
| 100                                  | 3911  | COMPRESSOR 850-900 CFM GAS/DIESEL TIER 4 | \$ 754   | \$ 1,917  | \$ 4,792  |

| 100                                                                  | 4301  | COMPRESSOR 1300-1500 CFM DIESEL TIER 4   | \$ 864   | \$ 2,216 | \$ 5,526  |
|----------------------------------------------------------------------|-------|------------------------------------------|----------|----------|-----------|
| 100                                                                  | 4315  | COMPRESSOR 1300-1600 CFM OIL FREE W/COMP | \$ 3,136 | \$ 8,941 | \$ 26,132 |
| 100                                                                  | 4396  | COMPRESSOR 1600-1800 CFM TIER 3          | \$ 894   | \$ 3,009 | \$ 6,755  |
| 100                                                                  | 4397  | COMPRESSOR 1600-1800 CFM TIER 4          | \$ 1,151 | \$ 3,106 | \$ 6,983  |
| 100                                                                  | 4400  | COMPRESSOR 1600-1800 CFM IQ              | \$ 960   | \$ 2,392 | \$ 5,978  |
| 100                                                                  | 4401  | COMPRESSOR 1600-1800 CFM IQ TIER 4       | \$ 1,145 | \$ 3,275 | \$ 8,273  |
| 100                                                                  | 5630  | COMPRESSOR 151-200HP ROTARY SCREW        | \$ 690   | \$ 1,506 | \$ 4,151  |
| 110                                                                  | 13    | RIVET BUSTER AIR JUMBO                   | \$ 85    | \$ 209   | \$ 494    |
| 110                                                                  | 125   | DUCT RODDER                              | \$ 86    | \$ 191   | \$ 433    |
| 110                                                                  | 1023  | BORING TOOL AIR 3"-3.9"                  | \$ 266   | \$ 865   | \$ 2,044  |
| 110                                                                  | 1024  | BORING TOOL AIR 4"-4.9"                  | \$ 322   | \$ 1,021 | \$ 2,157  |
| 110                                                                  | 1100  | CHIPPING GUN AIR 15#                     | \$ 56    | \$ 131   | \$ 316    |
| 110                                                                  | 1340  | AIR FLUX SCALER                          | \$ 21    | \$ 46    | \$ 109    |
| 110                                                                  | 1360  | IMPACT WRENCH AIR 1/2"                   | \$ 41    | \$ 91    | \$ 217    |
| 110                                                                  | 1550  | BREAKER PAVEMENT AIR 30#                 | \$ 56    | \$ 146   | \$ 373    |
| 110                                                                  | 1570  | BREAKER PAVEMENT AIR 60#                 | \$ 64    | \$ 170   | \$ 398    |
| 110                                                                  | 1580  | BREAKER PAVEMENT AIR 90#                 | \$ 73    | \$ 184   | \$ 449    |
| 110                                                                  | 1600  | POST DRIVER AIR                          | \$ 81    | \$ 184   | \$ 441    |
| 110                                                                  | 1670  | ROCK DRILL AIR 30-39 LB                  | \$ 112   | \$ 254   | \$ 602    |
| 110                                                                  | 1680  | ROCK DRILL AIR 50-59 LB                  | \$ 122   | \$ 296   | \$ 704    |
| 110                                                                  | 1690  | ROCK DRILL AIR 60-69 LB                  | \$ 138   | \$ 288   | \$ 684    |
| 110                                                                  | 1715  | ROCK SPLITTER AIR 12#                    | \$ 426   | \$ 1,081 | \$ 2,639  |
| 110                                                                  | 1720  | PUMP HYDRAULIC AIR ROCK SPLITTER         | \$ 197   | \$ 506   | \$ 1,259  |
| 110                                                                  | 2400  | AIR HOSE 3/4" X 50'                      | \$ 15    | \$ 27    | \$ 59     |
| 110                                                                  | 2600  | AIR HOSE 2" X 50'                        | \$ 27    | \$ 88    | \$ 205    |
| 110                                                                  | 3363  | MANIFOLD 4 WAY HOSE BRIDLE               | \$ 25    | \$ 76    | \$ 186    |
| 110                                                                  | 3625  | WHIP CHECK                               | \$ 5     | \$ 12    | \$ 28     |
| 110                                                                  | 3726  | BULL HOSE 2" X 25'                       | \$ 18    | \$ 64    | \$ 191    |
| 110                                                                  | 3727  | BULL HOSE 2" X 50'                       | \$ 27    | \$ 72    | \$ 197    |
| 110                                                                  | 4030  | ASPHALT CUTTER 1 1/8" X 6"               | \$ 12    | \$ 59    | \$ 109    |
| 110                                                                  | 4135  | CHISEL 1" X 4 1/4"                       | \$ 7     | \$ 17    | \$ 34     |
| 110                                                                  | 4140  | CHISEL 1" X 4 1/4" X 3"                  | \$ 8     | \$ 18    | \$ 34     |
| 110                                                                  | 4150  | CHISEL 1 1/4" X 6"                       | \$ 7     | \$ 17    | \$ 39     |
| 110                                                                  | 4165  | CHISEL 1 1/8" X 6"                       | \$ 7     | \$ 15    | \$ 27     |
| 110                                                                  | 4167  | CHISEL 1 1/8" X 6" X 3"                  | \$ 7     | \$ 14    | \$ 40     |
| 110                                                                  | 4210  | CLAY SPADE 1 1/8" X 6"                   | \$ 15    | \$ 38    | \$ 93     |
| 110                                                                  | 4330  | MOIL POINT 1" X 4 1/4"                   | \$ 7     | \$ 21    | \$ 36     |
| 110                                                                  | 4390  | MOIL POINT 1 1/4" X 6"                   | \$ 7     | \$ 16    | \$ 28     |
| 110                                                                  | 4435  | MOIL POINT 1 1/8" X 6"                   | \$ 7     | \$ 17    | \$ 30     |
| 110                                                                  | 4722  | MOIL POINT 12" OVAL COLLARED             | \$ 10    | \$ 20    | \$ 37     |
| 110                                                                  | 6030  | DRILL SLAB RIDER PNEUMATIC DOWEL 1 GANG  | \$ 289   | \$ 795   | \$ 1,647  |
| <b>Air Handlers, Chillers, Generators &amp; Heaters (POWER HVAC)</b> |       |                                          |          |          |           |
| Cat                                                                  | Class | Description                              | Day      | Week     | Month     |
| 110                                                                  | 7035  | AFTERCOOLER PACKAGE 1600 CFM             | \$ 355   | \$ 993   | \$ 2,737  |
| 110                                                                  | 7170  | AIR DRYER 251-500 CFM DESICANT           | \$ 302   | \$ 907   | \$ 2,721  |
| 110                                                                  | 7177  | 1001 - 1600 CFM DRYER                    | \$ 605   | \$ 1,814 | \$ 5,441  |
| 240                                                                  | 2981  | GENERATOR 2.0-2.4 KW                     | \$ 62    | \$ 198   | \$ 497    |
| 240                                                                  | 2991  | GENERATOR 2.5-2.9 KW                     | \$ 67    | \$ 211   | \$ 507    |
| 240                                                                  | 3001  | GENERATOR 3.0-3.4 KW                     | \$ 70    | \$ 220   | \$ 541    |

|     |      |                                 |          |          |          |
|-----|------|---------------------------------|----------|----------|----------|
| 240 | 3006 | GENERATOR 3.5-3.9 KW            | \$ 83    | \$ 260   | \$ 615   |
| 240 | 3021 | GENERATOR 4.0-4.4 KW            | \$ 87    | \$ 283   | \$ 628   |
| 240 | 3041 | GENERATOR 5.0-5.4 KW            | \$ 103   | \$ 339   | \$ 704   |
| 240 | 3051 | GENERATOR 5.5-5.9 KW            | \$ 105   | \$ 345   | \$ 718   |
| 240 | 3056 | GENERATOR 6.0-6.4 KW            | \$ 107   | \$ 347   | \$ 725   |
| 240 | 3061 | GENERATOR 6.5-6.9 KW            | \$ 108   | \$ 349   | \$ 730   |
| 240 | 3066 | GENERATOR 7.0-7.4 KW            | \$ 117   | \$ 378   | \$ 755   |
| 240 | 3091 | GENERATOR 9.6-9.9 KW            | \$ 137   | \$ 417   | \$ 774   |
| 240 | 3101 | GENERATOR 10.0-11.9 KW          | \$ 154   | \$ 434   | \$ 805   |
| 240 | 3111 | GENERATOR 12.0-14.9 KW          | \$ 198   | \$ 496   | \$ 991   |
| 240 | 3126 | GENERATOR 15.0-17.9 KW          | \$ 260   | \$ 657   | \$ 1,362 |
| 240 | 3127 | GENERATOR 15.0-17.9 KW TIER 4   | \$ 300   | \$ 798   | \$ 1,610 |
| 240 | 3131 | GENERATOR 19-29 KVA             | \$ 275   | \$ 549   | \$ 1,636 |
| 240 | 3132 | GENERATOR 19-29 KVA TIER 4      | \$ 275   | \$ 549   | \$ 1,636 |
| 240 | 3135 | GENERATOR 19-29 KVA 600 VOLT    | \$ 275   | \$ 549   | \$ 1,636 |
| 240 | 3136 | GENERATOR 30-39 KVA             | \$ 308   | \$ 829   | \$ 1,929 |
| 240 | 3137 | GENERATOR 30-39 KVA TIER 4      | \$ 308   | \$ 829   | \$ 1,929 |
| 240 | 3146 | GENERATOR 40-44 KVA             | \$ 335   | \$ 879   | \$ 1,982 |
| 240 | 3147 | GENERATOR 40-44 KVA TIER 4      | \$ 335   | \$ 879   | \$ 1,982 |
| 240 | 3156 | GENERATOR 45-49 KVA             | \$ 372   | \$ 742   | \$ 2,220 |
| 240 | 3157 | GENERATOR 45-49 KVA TIER 4      | \$ 372   | \$ 742   | \$ 2,220 |
| 240 | 3166 | GENERATOR 50-59 KVA             | \$ 374   | \$ 1,062 | \$ 2,457 |
| 240 | 3167 | GENERATOR 50-59 KVA TIER 4      | \$ 374   | \$ 1,062 | \$ 2,457 |
| 240 | 3168 | GENERATOR 50-59 KVA OFF SHORE   | \$ 374   | \$ 1,062 | \$ 2,457 |
| 240 | 3186 | GENERATOR 70-84 KVA             | \$ 418   | \$ 1,152 | \$ 2,658 |
| 240 | 3187 | GENERATOR 70-84 KVA TIER 4      | \$ 418   | \$ 1,152 | \$ 2,658 |
| 240 | 3189 | GENERATOR 70-84 KVA OFF SHORE   | \$ 418   | \$ 1,152 | \$ 2,658 |
| 240 | 3190 | GENERATOR 70-84 KVA 600 VOLT    | \$ 418   | \$ 1,152 | \$ 2,658 |
| 240 | 3196 | GENERATOR 85-89 KVA             | \$ 355   | \$ 842   | \$ 2,347 |
| 240 | 3198 | GENERATOR 90-99 KVA             | \$ 355   | \$ 842   | \$ 2,347 |
| 240 | 3211 | GENERATOR 100-109 KVA           | \$ 461   | \$ 1,027 | \$ 2,675 |
| 240 | 3212 | GENERATOR 100-109 KVA TIER 4    | \$ 461   | \$ 1,027 | \$ 2,675 |
| 240 | 3225 | GENERATOR 110-124 KVA           | \$ 467   | \$ 935   | \$ 2,804 |
| 240 | 3226 | GENERATOR 110-124 KVA TIER 4    | \$ 467   | \$ 935   | \$ 2,804 |
| 240 | 3231 | GENERATOR 125-149 KVA           | \$ 597   | \$ 1,197 | \$ 3,588 |
| 240 | 3232 | GENERATOR 125-149 KVA TIER 4    | \$ 597   | \$ 1,197 | \$ 3,588 |
| 240 | 3234 | GENERATOR 125-149 KVA OFF SHORE | \$ 597   | \$ 1,197 | \$ 3,588 |
| 240 | 3235 | GENERATOR 125-149 KVA 600 VOLT  | \$ 597   | \$ 1,197 | \$ 3,588 |
| 240 | 3251 | GENERATOR 150-179 KVA           | \$ 720   | \$ 1,438 | \$ 4,314 |
| 240 | 3252 | GENERATOR 150-179 KVA TIER 4    | \$ 720   | \$ 1,438 | \$ 4,314 |
| 240 | 3256 | GENERATOR 180-199 KVA           | \$ 800   | \$ 1,600 | \$ 4,500 |
| 240 | 3257 | GENERATOR 180-199 KVA TIER 4    | \$ 800   | \$ 1,600 | \$ 4,500 |
| 240 | 3258 | GENERATOR 180-199 KVA 600 VOLT  | \$ 800   | \$ 1,600 | \$ 4,500 |
| 240 | 3261 | GENERATOR 200-219 KVA           | \$ 751   | \$ 1,757 | \$ 4,508 |
| 240 | 3286 | GENERATOR 220-249 KVA           | \$ 808   | \$ 1,623 | \$ 5,151 |
| 240 | 3288 | GENERATOR 220-249 KVA TIER 4    | \$ 808   | \$ 1,623 | \$ 5,151 |
| 240 | 3290 | GENERATOR 220-249 KVA OFF SHORE | \$ 808   | \$ 1,623 | \$ 5,151 |
| 240 | 3301 | GENERATOR 250-299 KVA           | \$ 1,092 | \$ 2,185 | \$ 6,543 |
| 240 | 3302 | GENERATOR 250-299 KVA 600 VOLT  | \$ 1,092 | \$ 2,185 | \$ 6,543 |



|     |      |                                    |          |           |           |
|-----|------|------------------------------------|----------|-----------|-----------|
| 240 | 3303 | GENERATOR 250-299 KVA TIER 4       | \$ 1,092 | \$ 2,185  | \$ 6,543  |
| 240 | 3311 | GENERATOR 300-349 KVA              | \$ 859   | \$ 1,778  | \$ 5,301  |
| 240 | 3312 | GENERATOR 300-349 KVA 600 VOLT     | \$ 1,201 | \$ 2,497  | \$ 7,767  |
| 240 | 3313 | GENERATOR 300-349 KVA TIER 4       | \$ 1,168 | \$ 2,337  | \$ 7,011  |
| 240 | 3321 | GENERATOR 350-399 KVA              | \$ 896   | \$ 1,965  | \$ 5,837  |
| 240 | 3322 | GENERATOR 350-399 KVA 600 VOLT     | \$ 1,543 | \$ 3,022  | \$ 9,404  |
| 240 | 3325 | GENERATOR 350-399 KVA OFF SHORE    | \$ 1,011 | \$ 4,042  | \$ 16,168 |
| 240 | 3351 | GENERATOR 400-499 KVA              | \$ 1,049 | \$ 1,962  | \$ 6,173  |
| 240 | 3352 | GENERATOR 400-499 KVA 600 VOLT     | \$ 1,583 | \$ 3,102  | \$ 9,654  |
| 240 | 3354 | GENERATOR 400-499 KVA TIER 4       | \$ 1,402 | \$ 2,804  | \$ 8,413  |
| 240 | 3401 | GENERATOR 500-599 KVA              | \$ 1,303 | \$ 3,073  | \$ 7,482  |
| 240 | 3402 | GENERATOR 500-599 KVA 600 VOLT     | \$ 1,414 | \$ 3,510  | \$ 9,916  |
| 240 | 3410 | GENERATOR 600-699 KVA              | \$ 1,543 | \$ 3,020  | \$ 8,985  |
| 240 | 3411 | GENERATOR 600-699 KVA 600 VOLT     | \$ 1,625 | \$ 4,082  | \$ 11,592 |
| 240 | 3412 | GENERATOR 600-699 KVA TIER 4       | \$ 2,352 | \$ 4,703  | \$ 14,109 |
| 240 | 3413 | GENERATOR 600-699 KVA OFF SHORE    | \$ 1,349 | \$ 5,397  | \$ 21,588 |
| 240 | 3481 | GENERATOR 800-999 KVA              | \$ 2,213 | \$ 3,939  | \$ 11,557 |
| 240 | 3482 | GENERATOR 800-999 KVA 600 VOLT     | \$ 2,900 | \$ 6,224  | \$ 17,636 |
| 240 | 3490 | GENERATOR 1000-1199 KVA            | \$ 4,093 | \$ 6,847  | \$ 20,722 |
| 240 | 4050 | GENERATOR 1200-1399 KVA TIER 4     | \$ 4,295 | \$ 8,588  | \$ 25,707 |
| 240 | 4051 | GENERATOR 1200-1399 KVA            | \$ 3,071 | \$ 6,141  | \$ 18,423 |
| 240 | 4052 | GENERATOR 1200-1399 KVA 600 VOLT   | \$ 3,035 | \$ 6,745  | \$ 18,530 |
| 240 | 4057 | GENERATOR 1400-1799 KVA TIER 4     | \$ 4,783 | \$ 9,565  | \$ 28,261 |
| 240 | 4060 | GENERATOR 1800-1999 KVA            | \$ 4,674 | \$ 9,348  | \$ 28,043 |
| 240 | 4063 | GENERATOR 2000-2199 KVA            | \$ 5,842 | \$ 11,685 | \$ 35,054 |
| 240 | 4065 | GENERATOR 2200-2499 KVA            | \$ 6,234 | \$ 12,467 | \$ 37,391 |
| 240 | 4910 | FUEL CELL, HYDROGEN 100KVA         | \$ 1,630 | \$ 3,261  | \$ 9,783  |
| 241 | 50   | LOAD BANK RACK MOUNT               | \$ 284   | \$ 568    | \$ 1,705  |
| 241 | 60   | LOAD BANK 100KW NETWORKABLE        | \$ 355   | \$ 592    | \$ 1,540  |
| 241 | 100  | LOAD BANK 100KW                    | \$ 316   | \$ 632    | \$ 1,895  |
| 241 | 125  | LOAD BANK 125 KW                   | \$ 316   | \$ 632    | \$ 1,895  |
| 241 | 200  | LOAD BANK 200-299KW RESISTIVE      | \$ 379   | \$ 758    | \$ 2,273  |
| 241 | 350  | LOAD BANK 400KW NETWORKABLE        | \$ 515   | \$ 1,030  | \$ 3,090  |
| 241 | 401  | LOAD BANK 400KW RESISTIVE 600 VOLT | \$ 515   | \$ 1,146  | \$ 4,107  |
| 241 | 500  | LOAD BANK 600KW 600 VOLT           | \$ 758   | \$ 1,515  | \$ 4,546  |
| 241 | 600  | LOAD BANK 600KW NETWORKABLE        | \$ 758   | \$ 1,515  | \$ 4,546  |
| 241 | 725  | LOAD BANK 700KW                    | \$ 884   | \$ 1,767  | \$ 5,303  |
| 241 | 825  | LOAD BANK 1000KW NETWORKABLE       | \$ 1,137 | \$ 2,273  | \$ 6,818  |
| 241 | 850  | LOAD BANK 1000KW                   | \$ 1,263 | \$ 2,525  | \$ 7,577  |
| 241 | 900  | LOAD BANK 1250KW                   | \$ 1,579 | \$ 3,157  | \$ 9,471  |
| 241 | 915  | LOAD BANK 1250KW NETWORKABLE       | \$ 1,895 | \$ 3,788  | \$ 11,365 |
| 241 | 925  | LOAD BANK 2500KW NETWORKABLE       | \$ 2,525 | \$ 5,051  | \$ 15,153 |
| 241 | 100  | LOAD BANK 100KW SUITCASE           | \$ 377   | \$ 738    | \$ 1,853  |
| 241 | 1000 | LOAD BANK 2500KW RESISTIVE         | \$ 4,678 | \$ 7,721  | \$ 24,035 |
| 241 | 1001 | LOAD BANK 2500KW 600V              | \$ 4,376 | \$ 8,752  | \$ 26,255 |
| 241 | 1150 | LOAD BANK 3000KW RESISTIVE         | \$ 4,054 | \$ 7,723  | \$ 24,049 |
| 241 | 150  | LOAD BANK 150KW AUTO               | \$ 408   | \$ 785    | \$ 2,452  |
| 241 | 1900 | LOAD BANK 1.8MVA RES/REAC          | \$ 3,788 | \$ 5,683  | \$ 17,048 |
| 241 | 2000 | LOAD BANK 3.3MVA RES/REAC          | \$ 6,314 | \$ 10,001 | \$ 30,003 |

|     |      |                                          |           |           |           |
|-----|------|------------------------------------------|-----------|-----------|-----------|
| 241 | 2100 | LOAD BANK 6.25MVA RES/REAC               | \$ 12,628 | \$ 18,941 | \$ 56,825 |
| 241 | 3450 | TRANSFORMER ISOLATION 208V/208V          | \$ 211    | \$ 339    | \$ 1,055  |
| 241 | 3459 | TRANSFORMER 15KVA MILL PANEL 480/575V    | \$ 142    | \$ 311    | \$ 840    |
| 241 | 3460 | TRANSFORMER 30KVA MILL PANEL 480/575V    | \$ 176    | \$ 415    | \$ 982    |
| 241 | 3465 | TRANSFORMER 2500KVA MULTI TAP            | \$ 1,288  | \$ 2,632  | \$ 7,098  |
| 241 | 3531 | TRANSFORMER 2500KVA 600 - 480V           | \$ 2,532  | \$ 2,895  | \$ 9,012  |
| 241 | 3550 | TRANSFORMER 25KVA                        | \$ 89     | \$ 226    | \$ 524    |
| 241 | 3580 | TRANSFORMER 45KVA 208/480V 120V AC       | \$ 186    | \$ 339    | \$ 1,016  |
| 241 | 3600 | TRANSFORMER 75KVA 3 PHASE                | \$ 305    | \$ 575    | \$ 1,829  |
| 241 | 3620 | TRANSFORMER 100-149KVA 3 PHASE           | \$ 236    | \$ 433    | \$ 1,304  |
| 241 | 3640 | TRANSFORMER 150KVA 3 PHASE               | \$ 339    | \$ 643    | \$ 2,099  |
| 241 | 3642 | TRANSFORMER 150KVA 400 AMP DIST PANEL    | \$ 242    | \$ 599    | \$ 1,542  |
| 241 | 3650 | TRANSFORMER 225KVA 3 PHASE DRY           | \$ 368    | \$ 791    | \$ 2,263  |
| 241 | 3660 | TRANSFORMER 300KVA 3 PHASE               | \$ 433    | \$ 824    | \$ 2,391  |
| 241 | 3661 | TRANSFORMER 300KVA 1200AMP PANEL         | \$ 314    | \$ 625    | \$ 1,948  |
| 241 | 3680 | TRANSFORMER 750KVA 3 PHASE DRY           | \$ 615    | \$ 1,022  | \$ 3,296  |
| 241 | 3690 | TRANSFORMER 1000KVA 3 PHASE DRY          | \$ 792    | \$ 1,591  | \$ 4,775  |
| 241 | 3700 | TRANSFORMER 1560KVA 3 PHASE DRY          | \$ 1,654  | \$ 2,751  | \$ 8,824  |
| 241 | 3715 | TRANSFORMER 5000KVA MULTI TAP            | \$ 7,750  | \$ 7,750  | \$ 22,984 |
| 241 | 3718 | TRANSFORMER 7000KVA MULTI TAP            | \$ 9,478  | \$ 9,816  | \$ 29,450 |
| 241 | 3730 | TRANSFORMER 110-150KVA ISOLATION         | \$ 291    | \$ 539    | \$ 1,729  |
| 241 | 3885 | TRANSFORMER 45KVA 575-208/120V 3 PHASE   | \$ 142    | \$ 292    | \$ 839    |
| 241 | 3920 | TRANSFORMER 75KVA 480-240/120V 3 PHASE   | \$ 117    | \$ 307    | \$ 692    |
| 241 | 3925 | TRANSFORMER 75KVA 200 AMP DIST PANEL     | \$ 138    | \$ 311    | \$ 929    |
| 241 | 3930 | TRANSFORMER 112.5KVA 480-208/120V 3 PHAS | \$ 173    | \$ 332    | \$ 1,008  |
| 241 | 3975 | TRANSFORMER 225KVA 575-460V 3 PHASE      | \$ 175    | \$ 474    | \$ 1,075  |
| 241 | 401  | LOAD BANK 400KW RESISTIVE 600 VOLT       | \$ 1,478  | \$ 2,893  | \$ 9,004  |
| 241 | 4795 | QUAD BOX MINI 10/5 (30 AMP)              | \$ 22     | \$ 41     | \$ 132    |
| 241 | 4812 | QUAD BOX 12/5 EXTENSION CORD 50'         | \$ 25     | \$ 48     | \$ 149    |
| 241 | 4813 | QUAD BOX 12/5 EXTENSION CORD 100'        | \$ 41     | \$ 75     | \$ 197    |
| 241 | 4816 | QUAD BOX STRING 10/5 (30 AMP)            | \$ 28     | \$ 53     | \$ 166    |
| 241 | 4821 | QUAD BOX 10/5 EXTENSION CORD 50' 30AMP   | \$ 16     | \$ 33     | \$ 99     |
| 241 | 4824 | QUAD BOX 10/5 EXTENSION CORD 100' 30AMP  | \$ 27     | \$ 53     | \$ 161    |
| 241 | 4827 | QUAD BOX STRING GFCI 50' W/20' SPACING   | \$ 25     | \$ 45     | \$ 126    |
| 241 | 4865 | QUAD BOX FEEDER PANEL 100 AMP UL CAM     | \$ 95     | \$ 149    | \$ 434    |
| 241 | 4870 | QUAD BOX FEEDER PANEL 100 AMP X 30 AMP   | \$ 136    | \$ 225    | \$ 665    |
| 241 | 4875 | QUAD BOX FEEDER PANEL 200 AMP            | \$ 151    | \$ 301    | \$ 873    |
| 241 | 4876 | QUAD BOX FEEDER PANEL 200 AMP X 30 AMP   | \$ 283    | \$ 543    | \$ 1,726  |
| 241 | 4885 | EDISON PANEL 100 AMP UL CAM GFCI         | \$ 82     | \$ 183    | \$ 535    |
| 241 | 4900 | 200 AMP CAM/50 AMP SPLITTER PANEL UL     | \$ 105    | \$ 248    | \$ 529    |
| 241 | 4905 | 400A CAM/100A 208V SPLITTER PANEL UL     | \$ 149    | \$ 292    | \$ 807    |
| 241 | 4910 | 400A CAM/100A 480V SPLITTER PANEL        | \$ 141    | \$ 295    | \$ 860    |
| 241 | 4912 | 600 AMP MULTI PANEL                      | \$ 224    | \$ 375    | \$ 1,089  |
| 241 | 4915 | 1200 AMP MULTI PANEL                     | \$ 315    | \$ 596    | \$ 1,829  |
| 241 | 4917 | 200 AMP MULTI PANEL                      | \$ 142    | \$ 207    | \$ 707    |
| 241 | 4920 | 400 AMP 480V MULTI PANEL                 | \$ 241    | \$ 526    | \$ 1,598  |
| 241 | 4947 | 6000AMP COMMON BUSS                      | \$ 495    | \$ 1,414  | \$ 3,618  |
| 241 | 4960 | MINI CAM 50'                             | \$ 25     | \$ 48     | \$ 145    |
| 241 | 50   | LOAD BANK 17.5KW RACK MOUNT              | \$ 276    | \$ 579    | \$ 1,804  |

|     |      |                                          |          |          |          |
|-----|------|------------------------------------------|----------|----------|----------|
| 241 | 500  | LOAD BANK 500-599KW RESISTIVE            | \$ 664   | \$ 1,264 | \$ 3,826 |
| 241 | 5105 | STARLINE TERMINAL BLOCK 225A             | \$ 103   | \$ 192   | \$ 599   |
| 241 | 5110 | STARLINE TERMINAL BLOCK 250A             | \$ 102   | \$ 201   | \$ 611   |
| 241 | 5125 | STARLINE TERMINAL TAP CAN 400A           | \$ 68    | \$ 138   | \$ 413   |
| 241 | 5190 | NEUTRAL GROUND RESISTOR 600V             | \$ 115   | \$ 434   | \$ 1,316 |
| 241 | 5200 | PANEL POWER DISTRIBUTION                 | \$ 625   | \$ 1,250 | \$ 3,751 |
| 241 | 5204 | 30KVA POWER DISTRIBUTION 480/600V INPUT  | \$ 103   | \$ 264   | \$ 604   |
| 241 | 5205 | POWER DISTRIBUTION PANEL                 | \$ 110   | \$ 226   | \$ 654   |
| 241 | 5207 | DIST PANEL WITH 50A TWIST LOCK 400A RV   | \$ 265   | \$ 436   | \$ 1,373 |
| 241 | 5215 | DISTRIBUTION PANEL 10 OUTLET             | \$ 65    | \$ 287   | \$ 862   |
| 241 | 5230 | DISTRIBUTION BOX 50 X 30 AMP RV          | \$ 48    | \$ 101   | \$ 197   |
| 241 | 5231 | DISTRIBUTION BOX 50 AMP RV               | \$ 48    | \$ 124   | \$ 291   |
| 241 | 5233 | DISTRIBUTION PANEL 200 AMP               | \$ 247   | \$ 479   | \$ 1,500 |
| 241 | 5246 | DISTRIBUTION BOX 200 AMP RV              | \$ 149   | \$ 292   | \$ 854   |
| 241 | 5350 | HARDWIRE PANEL 200 AMP                   | \$ 157   | \$ 252   | \$ 736   |
| 241 | 5355 | HARDWIRE PANEL 400 AMP                   | \$ 220   | \$ 440   | \$ 1,397 |
| 241 | 5357 | HARDWIRE PANEL 800 AMP                   | \$ 408   | \$ 785   | \$ 2,452 |
| 241 | 5362 | SPIDER BOX PANEL GFCI                    | \$ 149   | \$ 298   | \$ 877   |
| 241 | 5425 | 200 AMP TRANSFER SWITCH DUAL             | \$ 366   | \$ 565   | \$ 1,589 |
| 241 | 5440 | 400 AMP TRANSFER SWITCH DUAL             | \$ 514   | \$ 871   | \$ 2,653 |
| 241 | 5445 | 600 AMP NEMA 1 480V TRANSFER SWITCH      | \$ 467   | \$ 899   | \$ 2,710 |
| 241 | 5446 | 600 AMP TRANSFER SWITCH DUAL             | \$ 511   | \$ 964   | \$ 2,999 |
| 241 | 5450 | 600 AMP NEMA 1 DUAL VOLT TRANSFER SWITCH | \$ 651   | \$ 983   | \$ 3,052 |
| 241 | 5455 | 800 AMP TRANSFER SWITCH DUAL             | \$ 366   | \$ 550   | \$ 1,584 |
| 241 | 5460 | 1200 AMP TRANSFER SWITCH DUAL            | \$ 358   | \$ 659   | \$ 1,659 |
| 241 | 5488 | 800 AMP TRANSFER SWITCH MANUAL 208-600V  | \$ 339   | \$ 617   | \$ 1,922 |
| 241 | 5500 | 200 AMP DISCONNECT                       | \$ 135   | \$ 245   | \$ 763   |
| 241 | 5505 | 400 AMP DISCONNECT                       | \$ 224   | \$ 382   | \$ 1,197 |
| 241 | 5510 | 2000 AMP 480V DISCONNECT                 | \$ 663   | \$ 1,033 | \$ 3,065 |
| 241 | 5515 | 3000 AMP DISCONNECT                      | \$ 1,079 | \$ 2,810 | \$ 6,152 |
| 241 | 5620 | 800 AMP DISCONNECT                       | \$ 614   | \$ 950   | \$ 2,929 |
| 241 | 5725 | 50 AMP CALIFORNIA TO 50 AMP RV ADAPTOR   | \$ 16    | \$ 36    | \$ 102   |
| 241 | 5950 | CABLE TAIL #2 MALE                       | \$ 10    | \$ 15    | \$ 36    |
| 241 | 5955 | CABLE TAIL #2 FEMALE                     | \$ 7     | \$ 14    | \$ 26    |
| 241 | 5970 | CABLE TAIL 4/0 MALE                      | \$ 11    | \$ 16    | \$ 36    |
| 241 | 5980 | CABLE TAIL 4/0 FEMALE                    | \$ 7     | \$ 12    | \$ 26    |
| 241 | 5988 | CABLE TAIL 6/4 FEMALE                    | \$ 7     | \$ 12    | \$ 25    |
| 241 | 5989 | CABLE TAIL 6/4 MALE                      | \$ 10    | \$ 15    | \$ 36    |
| 241 | 5994 | 2000 AMP TRANSFER SWITCH 480V            | \$ 540   | \$ 1,066 | \$ 3,152 |
| 241 | 600  | LOAD BANK 600-699KW RESISTIVE            | \$ 1,055 | \$ 1,697 | \$ 5,276 |
| 241 | 6610 | CORD RACK MOUNT C19/20                   | \$ 3     | \$ 3     | \$ 11    |
| 241 | 6700 | CABLE 4/4 TYPE W SO (93 AMP) 50'         | \$ 22    | \$ 48    | \$ 120   |
| 241 | 6705 | CABLE 4/4 TYPE W SO (93 AMP) 100'        | \$ 49    | \$ 92    | \$ 285   |
| 241 | 6710 | CABLE 2/4 TYPE W SO (122 AMP) 50'        | \$ 33    | \$ 33    | \$ 99    |
| 241 | 6720 | CABLE 2-0/4 TYPE W SO (192 AMP) 50'      | \$ 48    | \$ 92    | \$ 270   |
| 241 | 6745 | CABLE 8/4 TYPE W SO (54 AMP) 35'         | \$ 22    | \$ 37    | \$ 118   |
| 241 | 6750 | CABLE 4/4 TYPE W SO (54 AMP) 25'         | \$ 17    | \$ 35    | \$ 108   |
| 241 | 6755 | CABLE 4/4 TYPE W SO (54 AMP) 75'         | \$ 15    | \$ 34    | \$ 115   |
| 241 | 6802 | CABLE 4/0 TYPE W EXT 10' W/BLK M&F CAM   | \$ 34    | \$ 65    | \$ 195   |



|     |      |                                          |          |           |           |
|-----|------|------------------------------------------|----------|-----------|-----------|
| 241 | 6805 | CABLE 4/5 BANDED CAMLOCK (140 AMP) 50'   | \$ 28    | \$ 76     | \$ 174    |
| 241 | 6810 | CABLE 4/5 BANDED CAMLCK MALE 140 AMP 10' | \$ 8     | \$ 16     | \$ 42     |
| 241 | 7075 | CABLE JUMPERS                            | \$ 15    | \$ 15     | \$ 21     |
| 241 | 7076 | CABLE 4/0 X 3' JUMPER                    | \$ 9     | \$ 16     | \$ 51     |
| 241 | 7077 | CABLE 4/0 JUMPER DOUBLE FEMALE           | \$ 8     | \$ 10     | \$ 33     |
| 241 | 7080 | CABLE RAMPS                              | \$ 23    | \$ 48     | \$ 122    |
| 241 | 7105 | GROUND ROD                               | \$ 15    | \$ 32     | \$ 84     |
| 241 | 7140 | TEES 400 AMP F/F/M                       | \$ 8     | \$ 14     | \$ 43     |
| 241 | 7143 | TURNAROUND 400A MALE-MALE 16 SERIES      | \$ 10    | \$ 16     | \$ 51     |
| 241 | 7144 | TURNAROUND 400A FEMALE-FEMALE 16 SERIES  | \$ 10    | \$ 16     | \$ 51     |
| 241 | 7145 | TEES 400 AMP M/M/F REV                   | \$ 9     | \$ 15     | \$ 43     |
| 241 | 7150 | TEES F/F/M Y CORD WITH TAIL              | \$ 9     | \$ 14     | \$ 43     |
| 241 | 7190 | CABLE 2/5 X 50'                          | \$ 34    | \$ 63     | \$ 175    |
| 241 | 7199 | CABLE 4/0 X 25'                          | \$ 26    | \$ 72     | \$ 222    |
| 241 | 7203 | CABLE 4/0 X 50' BARE TO BARE             | \$ 28    | \$ 52     | \$ 168    |
| 241 | 7275 | CABLE 6/4 50 AMP 50'                     | \$ 24    | \$ 48     | \$ 128    |
| 241 | 7285 | CABLE 6/4 - 100' LENGTH                  | \$ 32    | \$ 66     | \$ 161    |
| 241 | 7643 | CABLE TAIL 15KV 4/0 SHLD W/DB15'         | \$ 189   | \$ 189    | \$ 567    |
| 241 | 7644 | CABLE 15KV 4/0 SHIELD W/DB 50'           | \$ 188   | \$ 238    | \$ 611    |
| 241 | 7645 | CABLE 15KV 4/0 SHIELD W/SC 50'           | \$ 189   | \$ 189    | \$ 567    |
| 241 | 7646 | CABLE 15KV 4/0 SHIELD W/DB 100'          | \$ 376   | \$ 376    | \$ 1,203  |
| 241 | 7647 | CABLE 15KV 4/0 SHIELD W/SC 100'          | \$ 376   | \$ 376    | \$ 1,115  |
| 241 | 7652 | CABLE 4/0 AWG 400 AMP 25' CAM            | \$ 26    | \$ 47     | \$ 138    |
| 241 | 7658 | CABLE 1/0 AWG 25' CAM                    | \$ 18    | \$ 25     | \$ 76     |
| 241 | 7662 | CABLE 4/0 AWG 400 AMP 50' CAM            | \$ 35    | \$ 67     | \$ 158    |
| 241 | 7795 | CABLE #2 X 50' CAMLOCK ENDS              | \$ 9     | \$ 20     | \$ 51     |
| 241 | 8010 | CABLE BANDED 5 WIRE 50'                  | \$ 64    | \$ 130    | \$ 380    |
| 241 | 850  | LOAD BANK 1000KW RESISTIVE               | \$ 1,429 | \$ 2,665  | \$ 8,289  |
| 241 | 925  | LOAD BANK 2000KW RESISTIVE               | \$ 3,636 | \$ 5,768  | \$ 17,957 |
| 244 | 110  | CHILLER 10 - 19 TON                      | \$ 550   | \$ 1,158  | \$ 3,355  |
| 244 | 130  | CHILLER 30 - 39 TON                      | \$ 679   | \$ 1,358  | \$ 4,261  |
| 244 | 1400 | CHILLER 400 - 499 TON                    | \$ 4,650 | \$ 9,129  | \$ 26,627 |
| 244 | 160  | CHILLER 60 - 79 TON                      | \$ 1,163 | \$ 2,324  | \$ 6,847  |
| 244 | 2200 | CHILLER 200 - 249 TON MOBILE             | \$ 2,921 | \$ 5,842  | \$ 17,527 |
| 244 | 2226 | CHILLER 500 TON AIR COOLED               | \$ 6,485 | \$ 11,336 | \$ 35,315 |
| 244 | 225  | CHILLER 125 - 149 TON                    | \$ 2,337 | \$ 4,674  | \$ 14,022 |
| 244 | 2257 | DEHUMIDIFIER DESICCANT 500 CFM           | \$ 634   | \$ 1,250  | \$ 5,235  |
| 244 | 2261 | DEHUMIDIFIER DESICCANT 2000 CFM          | \$ 874   | \$ 1,667  | \$ 5,011  |
| 244 | 2264 | DEHUMIDIFIER DESICCANT 5000 CFM          | \$ 5,229 | \$ 10,458 | \$ 31,375 |
| 244 | 2265 | DEHUMIDIFIER DESICCANT 5000 CFM E/G      | \$ 1,642 | \$ 8,014  | \$ 33,571 |
| 244 | 2275 | DEHUMIDIFIER DESICCANT 15000 CFM         | \$ 3,803 | \$ 15,646 | \$ 67,127 |
| 244 | 2370 | CHILLER 70 TON                           | \$ 1,933 | \$ 3,032  | \$ 9,003  |
| 244 | 240  | CHILLER 100 - 124 TON                    | \$ 1,958 | \$ 3,914  | \$ 11,685 |
| 244 | 2420 | CHILLER PUMP 250 GPM                     | \$ 186   | \$ 304    | \$ 925    |
| 244 | 2430 | CHILLER PUMP 550 GPM                     | \$ 136   | \$ 265    | \$ 789    |
| 244 | 2431 | CHILLER PUMP 1200-1500 GPM               | \$ 474   | \$ 929    | \$ 2,795  |
| 244 | 2432 | CHILLER PUMP 700 GPM                     | \$ 385   | \$ 666    | \$ 2,012  |
| 244 | 2435 | CHILLER PUMP 3000 GPM                    | \$ 1,299 | \$ 2,184  | \$ 6,790  |
| 244 | 25   | HOSE TPU CHILLER 4" X 25'                | \$ 18    | \$ 37     | \$ 113    |

|     |      |                                          |          |          |           |
|-----|------|------------------------------------------|----------|----------|-----------|
| 244 | 2503 | AIR CONDITION 3.5 TON WITH HEAT          | \$ 524   | \$ 839   | \$ 2,571  |
| 244 | 2505 | AIR CONDITION 5 TON DX 208V              | \$ 539   | \$ 1,099 | \$ 3,297  |
| 244 | 2506 | AIR CONDITION 5 TON DX 480V              | \$ 539   | \$ 1,099 | \$ 3,297  |
| 244 | 2507 | AIR CONDITION 12 TON CLIMATE 480V        | \$ 979   | \$ 1,863 | \$ 4,354  |
| 244 | 2509 | AIR CONDITION 10 TON DX 480V             | \$ 671   | \$ 1,323 | \$ 3,814  |
| 244 | 2510 | AIR CONDITION 10 TON DX 208V             | \$ 634   | \$ 1,274 | \$ 3,814  |
| 244 | 2512 | AIR CONDITION 10 TON VERTICAL            | \$ 511   | \$ 974   | \$ 3,123  |
| 244 | 2513 | AIR CONDITION 12 TON PAC SLIM            | \$ 979   | \$ 1,863 | \$ 4,354  |
| 244 | 2514 | AIR CONDITION 12 TON CLIMATE 208V W/HEAT | \$ 979   | \$ 1,863 | \$ 4,354  |
| 244 | 2515 | AIR CONDITION 15 TON DX 208V             | \$ 498   | \$ 1,559 | \$ 3,675  |
| 244 | 2521 | AIR CONDITION 20 TON HIGH STATIC         | \$ 1,435 | \$ 3,698 | \$ 7,897  |
| 244 | 2523 | AIR CONDITION 20-25 TON VERTICAL         | \$ 973   | \$ 2,063 | \$ 5,058  |
| 244 | 2524 | AIR CONDITION 25-30 TON WITH HEAT 480V   | \$ 987   | \$ 2,071 | \$ 6,213  |
| 244 | 2525 | AIR CONDITION 25-30 TON WITH HEAT 600V   | \$ 1,483 | \$ 2,428 | \$ 7,553  |
| 244 | 2540 | AIR CONDITION 40 TON                     | \$ 1,168 | \$ 2,337 | \$ 7,011  |
| 244 | 2541 | AIR CONDITION 40 TON XP HIGH STATIC      | \$ 1,414 | \$ 2,827 | \$ 8,472  |
| 244 | 2560 | AIR CONDITION 50 - 60 TON                | \$ 1,752 | \$ 3,505 | \$ 10,516 |
| 244 | 2565 | AIR CONDITION 60 TON HIGH STATIC         | \$ 2,757 | \$ 5,657 | \$ 16,323 |
| 244 | 2820 | AIR CONDITION 20 TON                     | \$ 746   | \$ 1,549 | \$ 4,009  |
| 244 | 2830 | AIR CONDITION 30 TON 76KW                | \$ 1,221 | \$ 2,442 | \$ 7,303  |
| 244 | 2880 | AIR CONDITION 80 TON                     | \$ 2,498 | \$ 4,542 | \$ 15,251 |
| 244 | 2881 | AIR CONDITION 80 TON HIGH STATIC (XP)    | \$ 1,334 | \$ 3,414 | \$ 8,165  |
| 244 | 3171 | AIR CONDITION 5 TON CLIMATE 208V W/HEAT  | \$ 757   | \$ 1,513 | \$ 4,530  |
| 244 | 3172 | AIR CONDITION 5 TON CLIMATE 480V         | \$ 757   | \$ 1,513 | \$ 4,530  |
| 244 | 3173 | AIR CONDITION 5 TON CLIMATE 480V W/HEAT  | \$ 757   | \$ 1,513 | \$ 4,530  |
| 244 | 3350 | AIR HANDLER 50-70 TON                    | \$ 690   | \$ 1,365 | \$ 4,099  |
| 244 | 3400 | AIR HANDLER 100 TON                      | \$ 840   | \$ 1,586 | \$ 4,987  |
| 244 | 3410 | AIR HANDLER 120 TON                      | \$ 923   | \$ 1,762 | \$ 5,284  |
| 244 | 3420 | CHILLER COIL BOX                         | \$ 768   | \$ 1,221 | \$ 4,200  |
| 244 | 3905 | PLATE HEAT EXCHANGER 300-399 SQ FT       | \$ 2,822 | \$ 2,822 | \$ 8,368  |
| 244 | 3910 | PLATE HEAT EXCHANGER 600-699 SQ FT       | \$ 4,534 | \$ 4,534 | \$ 13,446 |
| 244 | 3915 | PLATE HEAT EXCHANGER 900-999 SQ FT       | \$ 7,579 | \$ 7,579 | \$ 22,478 |
| 244 | 3965 | TUBE HEAT EXCHANGER 500-999 SQ FT        | \$ 4,691 | \$ 4,691 | \$ 13,912 |
| 244 | 3970 | TUBE HEAT EXCHANGER 1000-1999 SQ FT      | \$ 6,589 | \$ 6,589 | \$ 19,540 |
| 244 | 3975 | TUBE HEAT EXCHANGER 2000-2999 SQ FT      | \$ 8,593 | \$ 8,827 | \$ 27,484 |
| 244 | 4050 | COOLING TOWER 300 TON                    | \$ 871   | \$ 1,848 | \$ 5,913  |
| 244 | 4100 | COOLING TOWER 500 TON                    | \$ 2,512 | \$ 4,771 | \$ 14,847 |
| 244 | 4105 | COOLING TOWER 1000 TON                   | \$ 5,435 | \$ 9,316 | \$ 29,009 |
| 244 | 4159 | 3" X 25' CHILLER SUCTION HOSE            | \$ 15    | \$ 33    | \$ 90     |
| 244 | 4160 | 3" X 50' CHILLER HOSE SUCTION            | \$ 40    | \$ 74    | \$ 235    |
| 244 | 4161 | 4" X 20' CHILLER HOSE SUCTION            | \$ 33    | \$ 51    | \$ 157    |
| 244 | 4163 | 6" X 20' CHILLER HOSE SUCTION            | \$ 8     | \$ 33    | \$ 100    |
| 244 | 4164 | 6" X 25' CHILLER HOSE SUCTION GROOVED    | \$ 37    | \$ 58    | \$ 159    |
| 244 | 4165 | HOSE TPU CHILLER 3" X 25'                | \$ 23    | \$ 35    | \$ 99     |
| 244 | 4166 | HOSE TPU CHILLER 3" X 50'                | \$ 20    | \$ 39    | \$ 122    |
| 244 | 4170 | 2"-150# CHILLER HOSE W/QUICK CONNECTS    | \$ 18    | \$ 40    | \$ 115    |
| 244 | 4175 | 3"-150# CHILLER HOSE W/QUICK CONNECTS    | \$ 35    | \$ 50    | \$ 153    |
| 244 | 4180 | 4"-150# CHILLER HOSE W/QUICK CONNECTS    | \$ 24    | \$ 45    | \$ 130    |
| 244 | 4189 | A/C DUCT Y SPLITTER                      | \$ 34    | \$ 67    | \$ 199    |

|     |      |                                         |        |          |          |
|-----|------|-----------------------------------------|--------|----------|----------|
| 244 | 4190 | CHILLER VALVES LESS THAN 6"             | \$ 18  | \$ 37    | \$ 118   |
| 244 | 4198 | CHILLER MANIFOLDS                       | \$ 73  | \$ 116   | \$ 359   |
| 244 | 4201 | TOWER PUMP 1500 GPM 50HP                | \$ 361 | \$ 976   | \$ 2,830 |
| 244 | 4405 | VICTAULIC FITTING 3"                    | \$ 11  | \$ 18    | \$ 59    |
| 244 | 4410 | VICTAULIC FITTING 4"                    | \$ 10  | \$ 18    | \$ 57    |
| 244 | 4415 | VICTAULIC FITTING 6"                    | \$ 10  | \$ 20    | \$ 58    |
| 244 | 4496 | VICTAULIC ELBOW 3" 90 DEGREE            | \$ 11  | \$ 16    | \$ 50    |
| 244 | 4510 | VICTAULIC ELBOW 6" 45 DEGREE            | \$ 12  | \$ 24    | \$ 68    |
| 244 | 4511 | VICTAULIC ELBOW 6" 90 DEGREE            | \$ 8   | \$ 14    | \$ 42    |
| 244 | 4512 | VICTAULIC TO FLANGE 6"                  | \$ 14  | \$ 25    | \$ 78    |
| 244 | 4514 | VICTAULIC TO FLANGE FITTING 8"          | \$ 12  | \$ 24    | \$ 76    |
| 244 | 4517 | TEE 6", VICTAULIC                       | \$ 16  | \$ 27    | \$ 84    |
| 244 | 4520 | VICTAULIC REDUCER 6" X 4"               | \$ 5   | \$ 9     | \$ 27    |
| 244 | 4710 | 6" FLANGE 25' HOSE                      | \$ 33  | \$ 61    | \$ 189   |
| 244 | 4750 | 4" STEEL BRAIDED HOSE 20'               | \$ 128 | \$ 245   | \$ 763   |
| 244 | 4755 | 4" QUICK CONNECT 90'S                   | \$ 24  | \$ 49    | \$ 142   |
| 244 | 4770 | 4" FLANGE TO 4" QUICK CONNECT MALE      | \$ 14  | \$ 26    | \$ 82    |
| 244 | 4980 | DUCT 12"X8' W/CEILING TILE KIT          | \$ 18  | \$ 36    | \$ 100   |
| 244 | 4985 | DUCT 16"X8' W/CEILING TILE KIT          | \$ 11  | \$ 24    | \$ 72    |
| 244 | 50   | HOSE TPU CHILLER 4" X 50'               | \$ 18  | \$ 41    | \$ 123   |
| 244 | 5050 | A/C DUCTING 12" X 25'                   | \$ 18  | \$ 45    | \$ 124   |
| 244 | 5054 | A/C DUCTING 14" X 25'                   | \$ 18  | \$ 47    | \$ 127   |
| 244 | 5125 | A/C DUCTING 16" X 25' SUPPLY            | \$ 41  | \$ 64    | \$ 185   |
| 244 | 5200 | A/C DUCTING 20" X 25'                   | \$ 45  | \$ 95    | \$ 258   |
| 244 | 5203 | A/C DUCTING 20" X 25' RETURN 3" PITCH   | \$ 45  | \$ 95    | \$ 258   |
| 244 | 5210 | A/C DUCTING Y 20" SPLITTER              | \$ 12  | \$ 27    | \$ 84    |
| 244 | 55   | HOSE TPU CHILLER 6" X 50'               | \$ 33  | \$ 76    | \$ 193   |
| 244 | 57   | HOSE TPU CHILLER 6" X 25'               | \$ 47  | \$ 57    | \$ 243   |
| 250 | 120  | PROPANE TANK 33# VAPOR                  | \$ 7   | \$ 12    | \$ 21    |
| 250 | 995  | BLOWER AXIAL 8" ELECTRIC                | \$ 50  | \$ 112   | \$ 309   |
| 250 | 1000 | BLOWER AXIAL 12" ELECTRIC               | \$ 64  | \$ 142   | \$ 339   |
| 250 | 1013 | BLOWER AXIAL 20" ELECTRIC               | \$ 80  | \$ 205   | \$ 491   |
| 250 | 1015 | BLOWER VANEAXIAL 12" ELECTRIC EXP PROOF | \$ 135 | \$ 292   | \$ 710   |
| 250 | 1060 | BLOWER 8,000-11,000 CFM                 | \$ 87  | \$ 196   | \$ 463   |
| 250 | 1080 | BLOWER VENTILATION 12,000 CFM DIESEL    | \$ 423 | \$ 1,066 | \$ 2,809 |
| 250 | 0120 | PROPANE TANK 33# VAPOR                  | \$ 14  | \$ 36    | \$ 96    |
| 250 | 1150 | DUCT HOSE 8" X 25'                      | \$ 20  | \$ 54    | \$ 105   |
| 250 | 1161 | HEAT DUCT 12" X 25' HIGH TEMP           | \$ 28  | \$ 70    | \$ 198   |
| 250 | 1164 | HEAT DUCT 16" X 25' HIGH TEMP           | \$ 23  | \$ 54    | \$ 134   |
| 250 | 1168 | HEAT DUCT 20" X 25' HIGH TEMP           | \$ 38  | \$ 84    | \$ 246   |
| 250 | 1175 | DUCT HOSE 12" X 25'                     | \$ 24  | \$ 65    | \$ 126   |
| 250 | 1179 | DUCT HOSE 12" X 12'                     | \$ 20  | \$ 33    | \$ 97    |
| 250 | 1183 | DUCT HOSE 20" X 25'                     | \$ 20  | \$ 96    | \$ 98    |
| 250 | 1710 | AIR CIRCULATING FAN 28"-36"             | \$ 62  | \$ 137   | \$ 326   |
| 250 | 1836 | DRUM FAN 36"                            | \$ 55  | \$ 125   | \$ 304   |
| 250 | 1842 | DRUM FAN 42"                            | \$ 66  | \$ 155   | \$ 384   |
| 250 | 1848 | DRUM FAN 48"                            | \$ 76  | \$ 186   | \$ 463   |
| 250 | 2130 | FAN PEDESTAL 30"                        | \$ 24  | \$ 83    | \$ 177   |
| 250 | 2155 | FAN WATER COOLED LARGE                  | \$ 257 | \$ 578   | \$ 1,413 |

|     |      |                                              |          |          |           |
|-----|------|----------------------------------------------|----------|----------|-----------|
| 250 | 2160 | FAN WATER COOLED                             | \$ 192   | \$ 417   | \$ 963    |
| 250 | 2160 | COOLING FAN, 14,000 CFM, 115V ELEC OPERATION | \$ 203   | \$ 408   | \$ 1,223  |
| 250 | 2166 | FAN HIGH VOLUME 20"                          | \$ 43    | \$ 137   | \$ 333    |
| 250 | 2200 | AIR CIRCULATING FAN 42"                      | \$ 66    | \$ 170   | \$ 413    |
| 250 | 2205 | AIR CIRCULATING FAN 48"                      | \$ 65    | \$ 147   | \$ 348    |
| 250 | 2208 | EVAPORATIVE COOLING FAN 16"-18"              | \$ 66    | \$ 148   | \$ 352    |
| 250 | 2210 | EVAPORATIVE COOLING FAN 48"                  | \$ 183   | \$ 468   | \$ 1,227  |
| 250 | 2213 | EVAPORATIVE COOLING FAN 24"-36"              | \$ 167   | \$ 375   | \$ 901    |
| 250 | 2250 | DEHUMIDIFIER SMALL                           | \$ 73    | \$ 215   | \$ 510    |
| 250 | 2275 | DEHUMIDIFIER MEDIUM                          | \$ 97    | \$ 243   | \$ 579    |
| 250 | 2280 | DEHUMIDIFIER LARGE                           | \$ 142   | \$ 316   | \$ 752    |
| 250 | 2300 | AIR PURIFIER                                 | \$ 99    | \$ 282   | \$ 830    |
| 250 | 2325 | CARPET BLOWER DRYER                          | \$ 34    | \$ 73    | \$ 175    |
| 250 | 2350 | CARPET BLOWER DRYER 3 SPEED                  | \$ 34    | \$ 77    | \$ 185    |
| 250 | 2445 | HEATER ELECTRIC 9KW-15KW 240V 1 PHASE        | \$ 66    | \$ 178   | \$ 395    |
| 250 | 2446 | HEATER ELECTRIC 15KW-30KW 480V 3 PHASE       | \$ 86    | \$ 238   | \$ 554    |
| 250 | 2475 | HEATER INDIRECT 400K BTU                     | \$ 239   | \$ 579   | \$ 1,311  |
| 250 | 3005 | HEATER SPACE INDIRECT 90K-100K BTU KERO      | \$ 90    | \$ 224   | \$ 688    |
| 250 | 3025 | HEATER SPACE 150K BTU PROPANE                | \$ 73    | \$ 187   | \$ 415    |
| 250 | 3035 | HEATER SPACE 200K BTU KEROSENE               | \$ 92    | \$ 225   | \$ 515    |
| 250 | 3040 | HEATER INDIRECT 200K-250K BTU KEROSENE       | \$ 197   | \$ 479   | \$ 1,082  |
| 250 | 3065 | HEATER INDIRECT 300K BTU KEROSENE            | \$ 207   | \$ 575   | \$ 1,125  |
| 250 | 3100 | HEATER DIRECT 400K BTU                       | \$ 108   | \$ 278   | \$ 637    |
| 250 | 3115 | HEATER INDIRECT 500K BTU DUAL FUEL           | \$ 554   | \$ 1,545 | \$ 3,254  |
| 250 | 3116 | HEATER 660K BTU FLAMELESS TOWABLE            | \$ 489   | \$ 2,664 | \$ 9,110  |
| 250 | 3117 | HEATER INDIRECT 700K BTU LPG/NATURAL GAS     | \$ 642   | \$ 1,605 | \$ 3,852  |
| 250 | 3118 | HEATER INDIRECT 700K BTU SELF CONTAINED      | \$ 968   | \$ 2,039 | \$ 6,788  |
| 250 | 3119 | HEATER 550K BTU FLAMELESS                    | \$ 373   | \$ 2,482 | \$ 7,955  |
| 250 | 3121 | HEATER INDIRECT 750K BTU DIESEL              | \$ 730   | \$ 1,976 | \$ 4,748  |
| 250 | 3122 | HEATER 1MM BTU DSL HIGH VOLUME TOWABLE       | \$ 737   | \$ 1,853 | \$ 4,635  |
| 250 | 3123 | HEATER INDIRECT 1MM BTU SKID MOUNTED         | \$ 375   | \$ 1,061 | \$ 3,405  |
| 250 | 3124 | HEATER DIRECT 1MM BTU                        | \$ 162   | \$ 435   | \$ 935    |
| 250 | 3125 | HEATER DIRECT 1.5MM BTU                      | \$ 371   | \$ 1,170 | \$ 2,443  |
| 250 | 3129 | HEATER 1.2MM BTU FLAMELESS TOWABLE           | \$ 1,404 | \$ 4,214 | \$ 10,300 |
| 250 | 3170 | HEATER INFRARED 110K BTU KEROSENE            | \$ 89    | \$ 226   | \$ 539    |
| 250 | 3260 | HEATER CONVECTION 200K-250K BTU              | \$ 30    | \$ 87    | \$ 183    |
| 250 | 3405 | HEATER 6KW ELECTRIC 220V                     | \$ 38    | \$ 100   | \$ 262    |
| 250 | 3415 | HEATER 9 KW ELECTRIC 220V                    | \$ 65    | \$ 128   | \$ 398    |
| 250 | 3428 | HEATER 1.5 KW 110V ELECTRIC                  | \$ 42    | \$ 118   | \$ 312    |
| 250 | 3433 | HEATER 208V ELECTRIC                         | \$ 97    | \$ 205   | \$ 510    |
| 250 | 3434 | HEATER 65K BTU 240V/3PH ELECTRIC             | \$ 257   | \$ 514   | \$ 1,541  |
| 250 | 3436 | HEATER 240V ELECTRIC                         | \$ 115   | \$ 257   | \$ 658    |
| 250 | 3437 | HEATER 136K BTU 480V ELECTRIC                | \$ 151   | \$ 399   | \$ 908    |
| 250 | 3439 | HEATER 65K BTU 240V/1PH ELECTRIC             | \$ 134   | \$ 388   | \$ 810    |
| 250 | 3441 | HEATER FORCED AIR 30-50K BTU                 | \$ 42    | \$ 129   | \$ 257    |
| 250 | 3443 | HEATER 15 KW 480V ELECTRIC                   | \$ 226   | \$ 348   | \$ 968    |
| 250 | 3444 | HEATER 30 KW 480V ELECTRIC                   | \$ 229   | \$ 352   | \$ 968    |
| 250 | 3447 | HEATER INLINE 50 - 75 KW                     | \$ 296   | \$ 590   | \$ 1,753  |
| 250 | 3460 | HEATER 165-175K BTU KEROSENE                 | \$ 73    | \$ 204   | \$ 484    |



| 250                                                 | 3477  | HEATER 400K BTU NATURAL GAS              | \$ 284   | \$ 723   | \$ 1,741  |
|-----------------------------------------------------|-------|------------------------------------------|----------|----------|-----------|
| 250                                                 | 3483  | HEATER 350K BTU DUCTED LPG/NATURAL GAS   | \$ 229   | \$ 638   | \$ 1,484  |
| 250                                                 | 3484  | HEATER 400K BTU DUCTED                   | \$ 284   | \$ 685   | \$ 1,845  |
| 250                                                 | 3485  | HEATER 500K BTU DUCTED DIESEL            | \$ 200   | \$ 558   | \$ 1,455  |
| 250                                                 | 3486  | HEATER 350K BTU DUCTED DIESEL            | \$ 233   | \$ 645   | \$ 1,455  |
| 250                                                 | 3488  | HEATER 400K BTU FLAMELESS TOWABLE        | \$ 576   | \$ 1,733 | \$ 4,966  |
| 250                                                 | 3530  | HEATER 400K BTU KEROSENE                 | \$ 203   | \$ 411   | \$ 1,118  |
| 250                                                 | 3557  | PROPANE TANK 7.5 GALLON 30#              | \$ 7     | \$ 13    | \$ 27     |
| 250                                                 | 3576  | PROPANE TANK 10 FORKLIFT                 | \$ 18    | \$ 18    | \$ 57     |
| 250                                                 | 3600  | PROPANE TANK 25 GALLON 100#              | \$ 8     | \$ 14    | \$ 38     |
| 250                                                 | 3650  | PROPANE TANK 33# LIQUID                  | \$ 52    | \$ 52    | \$ 53     |
| 250                                                 | 5900  | SENTRY NEGATIVE AIR FILTER               | \$ 101   | \$ 241   | \$ 625    |
| 250                                                 | 5905  | AIR SCRUBBER 500 CFM                     | \$ 100   | \$ 262   | \$ 596    |
| 250                                                 | 5919  | AIR SCRUBBER 1900 CFM                    | \$ 140   | \$ 321   | \$ 816    |
| 250                                                 | 5920  | AIR SCRUBBER 2400 CFM                    | \$ 203   | \$ 511   | \$ 1,276  |
| 250                                                 | 6110  | SPOT COOLER 10-14K BTU 1.2 TON 110V      | \$ 271   | \$ 550   | \$ 1,513  |
| 250                                                 | 6111  | SPOT COOLER 10K-14K BTU W/HEAT           | \$ 271   | \$ 550   | \$ 1,513  |
| 250                                                 | 6120  | SPOT COOLER 18K BTU 1.5 TON 110V         | \$ 227   | \$ 498   | \$ 1,297  |
| 250                                                 | 6121  | SPOT COOLER 18K BTU WATER COOLED         | \$ 222   | \$ 538   | \$ 1,324  |
| 250                                                 | 6130  | SPOT COOLER 22K BTU 1.8 TON 208V         | \$ 254   | \$ 585   | \$ 1,457  |
| 250                                                 | 6135  | SPOT COOLER 36K BTU 3 TON 220V           | \$ 454   | \$ 866   | \$ 2,641  |
| 250                                                 | 6145  | SPOT COOLER 60K BTU 5 TON 480V           | \$ 583   | \$ 1,110 | \$ 3,448  |
| 250                                                 | 6146  | SPOT COOLER 60K BTU 5 TON 480V W/HEAT    | \$ 536   | \$ 1,029 | \$ 3,088  |
| 250                                                 | 6147  | SPOT COOLER 60K BTU 5 TON 480V WATERCOOL | \$ 536   | \$ 1,029 | \$ 3,088  |
| 250                                                 | 6150  | SPOT COOLER 65K BTU 5 TON 240V           | \$ 536   | \$ 1,029 | \$ 3,088  |
| 250                                                 | 6151  | SPOT COOLER 65K BTU 5 TON 240V WATERCOOL | \$ 536   | \$ 1,029 | \$ 3,088  |
| 250                                                 | 6152  | SPOT COOLER 65K BTU 5 TON 208V W/HEAT    | \$ 536   | \$ 1,029 | \$ 3,088  |
| 250                                                 | 6447  | HEATER DRY 20-30 KW 600V ELECTRIC        | \$ 97    | \$ 282   | \$ 628    |
| 250                                                 | 6455  | HEATER DRY 75 KW ELECTRIC                | \$ 647   | \$ 1,102 | \$ 3,420  |
| 250                                                 | 6485  | HEATER DRY 60 KW ELECTRIC 300 DEGREE     | \$ 501   | \$ 946   | \$ 2,755  |
| 250                                                 | 6490  | HEATER DRY 150 KW ELECTRIC 300 DEGREE    | \$ 1,010 | \$ 1,845 | \$ 4,863  |
| 250                                                 | 6520  | HEATER FORCED AIR 350K-375K BTU LPG      | \$ 134   | \$ 346   | \$ 778    |
| 250                                                 | 6525  | HEATER INDIRECT 350K-399K BTU LPG/NG     | \$ 95    | \$ 210   | \$ 448    |
| 250                                                 | 6812  | GROUND HEATER UP TO 2500 SQ FT           | \$ 602   | \$ 1,909 | \$ 5,162  |
| 250                                                 | 6815  | GROUND HEATER 5000-6000 SQ FT            | \$ 1,176 | \$ 3,310 | \$ 8,911  |
| 250                                                 | 6821  | GROUND HEATER 11000-12000 SQ FT          | \$ 2,273 | \$ 4,553 | \$ 10,080 |
| 250                                                 | 6905  | DRYHEAT CENTRAL HEATING UNIT             | \$ 774   | \$ 1,989 | \$ 4,971  |
| <b>Commercial /Utility Trucks &amp; Accessories</b> |       |                                          |          |          |           |
| Cat                                                 | Class | Description                              | Day      | Week     | Month     |
| 200                                                 | 3225  | TENSIONER/PULLER 3K 36" GAS              | \$ 650   | \$ 1,625 | \$ 3,978  |
| 200                                                 | 3227  | TENSIONER/PULLER 5K 54" GAS              | \$ 722   | \$ 1,806 | \$ 4,838  |
| 200                                                 | 4650  | PULLER/WINDER 3000LBS W/6000FT OF ROPE   | \$ 999   | \$ 2,534 | \$ 5,160  |
| 200                                                 | 4800  | PULLER 4 DRUM 2K CAP PER REEL            | \$ 987   | \$ 2,467 | \$ 6,988  |
| 200                                                 | 5101  | CABLE PULLER UNDERGROUND 7500# DSL       | \$ 864   | \$ 2,160 | \$ 5,483  |
| 260                                                 | 6070  | BLOCK CONDUCTOR 7"                       | \$ 5     | \$ 5     | \$ 5      |
| 260                                                 | 6116  | BLOCK CONDUCTOR 16" HELI                 | \$ 2     | \$ 2     | \$ 2      |
| 260                                                 | 6117  | BLOCK CONDUCTOR 16"                      | \$ 26    | \$ 26    | \$ 26     |
| 260                                                 | 6118  | BLOCK CONDUCTOR 16" W/ GROUND            | \$ 43    | \$ 43    | \$ 43     |
| 260                                                 | 6122  | BLOCK CONDUCTOR 12" HELI                 | \$ 2     | \$ 2     | \$ 2      |

|     |      |                                       |          |          |           |
|-----|------|---------------------------------------|----------|----------|-----------|
| 260 | 6123 | BLOCK CONDUCTOR 12"                   | \$ 21    | \$ 21    | \$ 21     |
| 260 | 6222 | BLOCK CONDUCTOR 22" HELI              | \$ 42    | \$ 42    | \$ 42     |
| 260 | 6224 | BLOCK CONDUCTOR 22" GROUND            | \$ 68    | \$ 68    | \$ 68     |
| 260 | 6225 | BLOCK CONDUCTOR 22"                   | \$ 44    | \$ 44    | \$ 44     |
| 260 | 6226 | BLOCK CONDUCTOR 22" W/ GROUND         | \$ 56    | \$ 56    | \$ 56     |
| 260 | 6278 | BLOCK CONDUCTOR BUNDLE 28" W/ GROUND  | \$ 215   | \$ 215   | \$ 215    |
| 260 | 6279 | BLOCK CONDUCTOR BUNDLE 28"            | \$ 159   | \$ 159   | \$ 159    |
| 260 | 6280 | BLOCK CONDUCTOR 28"                   | \$ 152   | \$ 152   | \$ 152    |
| 260 | 6281 | BLOCK CONDUCTOR 28" W/ GROUND         | \$ 204   | \$ 204   | \$ 204    |
| 260 | 6282 | BLOCK CONDUCTOR 28" HELI              | \$ 41    | \$ 41    | \$ 41     |
| 260 | 6283 | BLOCK CONDUCTOR 28" GROUND            | \$ 61    | \$ 61    | \$ 61     |
| 260 | 6284 | BLOCK CONDUCTOR HEADBAR               | \$ 11    | \$ 11    | \$ 11     |
| 260 | 6285 | BLOCK CONDUCTOR RACK                  | \$ 82    | \$ 82    | \$ 82     |
| 260 | 6286 | BLOCK CONDUCTOR RUNNING BOARD         | \$ 315   | \$ 315   | \$ 315    |
| 260 | 8287 | BLOCK CONDUCTOR WIRE STORAGE BASE     | \$ 15    | \$ 15    | \$ 15     |
| 260 | 8288 | BLOCK CONDUCTOR CROSSARM BRACKET      | \$ 3     | \$ 3     | \$ 3      |
| 260 | 8289 | BLOCK CONDUCTOR GROUND STUD           | \$ 3     | \$ 3     | \$ 3      |
| 920 | 9950 | HITCH SLIDE IN                        | \$ 10    | \$ 31    | \$ 58     |
| 920 | 9952 | HITCH SLIDE IN PINTLE COMBO           | \$ 18    | \$ 58    | \$ 139    |
| 950 | 9960 | TRAILER RECEIVER HITCH & BALL         | \$ 11    | \$ 25    | \$ 46     |
| 950 | 2063 | TRUCK PU LESS THAN 1/2 TON EXT/CREW   | \$ 151   | \$ 364   | \$ 1,177  |
| 950 | 2086 | TRUCK PICKUP 1 TON 4X4 CREW CAB       | \$ 267   | \$ 706   | \$ 1,747  |
| 950 | 2210 | TRUCK PU 1/2 TON ELE PRO STD          | \$ 579   | \$ 1,054 | \$ 2,077  |
| 950 | 2211 | TRUCK PU 1/2 TON ELE PRO EXT          | \$ 694   | \$ 1,263 | \$ 2,491  |
| 950 | 2215 | TRUCK PU 1/2 TON ELE XLT EXT          | \$ 782   | \$ 1,421 | \$ 2,867  |
| 950 | 2220 | TRUCK PU 1/2 TON ELE PREM EXT         | \$ 1,023 | \$ 1,859 | \$ 3,718  |
| 950 | 2240 | TRUCK PICKUP 1/2 TON 4X2 CREW CAB     | \$ 238   | \$ 714   | \$ 1,396  |
| 950 | 2245 | TRUCK PICKUP 1/2 TON XL 4X4 CREW CAB  | \$ 238   | \$ 714   | \$ 1,396  |
| 950 | 2246 | TRUCK PICKUP 1/2 TON XLT 4X4 CREW CAB | \$ 256   | \$ 739   | \$ 1,517  |
| 950 | 2250 | TRUCK PICKUP 1/2 TON 4X2              | \$ 187   | \$ 532   | \$ 1,363  |
| 950 | 2255 | TRUCK PICKUP 1/2 TON 4X2 EXT CAB      | \$ 187   | \$ 532   | \$ 1,363  |
| 950 | 2265 | TRUCK PICKUP 1/2 TON 4X4 EXT CAB      | \$ 212   | \$ 575   | \$ 1,396  |
| 950 | 2275 | TRUCK PICKUP 3/4 TON 4X4              | \$ 209   | \$ 601   | \$ 1,604  |
| 950 | 2276 | TRUCK PICKUP 3/4 TON 4X2              | \$ 209   | \$ 601   | \$ 1,582  |
| 950 | 2280 | TRUCK PICKUP 3/4 TON 4X4 EXT CAB      | \$ 209   | \$ 601   | \$ 1,604  |
| 950 | 2295 | TRUCK PICKUP 3/4 TON 4X4 XL CREW CAB  | \$ 209   | \$ 721   | \$ 1,604  |
| 950 | 2296 | TRUCK PICKUP 3/4 TON 4X4 XLT CREW CAB | \$ 254   | \$ 752   | \$ 1,719  |
| 950 | 2910 | PLOW FOR PICKUP TRUCK                 | \$ 130   | \$ 329   | \$ 821    |
| 950 | 2950 | SALT SPREADER BOX FOR TRUCK           | \$ 158   | \$ 554   | \$ 1,109  |
| 950 | 2955 | TAILGATE SALT SPREADER FOR PICK-UP    | \$ 106   | \$ 266   | \$ 664    |
| 951 | 6005 | TRUCK 30 TON ARTICULATED END DUMP     | \$ 2,227 | \$ 5,817 | \$ 13,356 |
| 952 | 2905 | TRUCK PLOW FOR DUMP                   | \$ 76    | \$ 188   | \$ 469    |
| 952 | 7045 | TRUCK DUMP 3 YARD                     | \$ 370   | \$ 1,031 | \$ 2,357  |
| 952 | 7050 | TRUCK DUMP 5 YARD NON CDL             | \$ 396   | \$ 1,067 | \$ 2,479  |
| 952 | 7055 | TRUCK DUMP 5 YARD CDL                 | \$ 412   | \$ 1,067 | \$ 2,550  |
| 952 | 7075 | TRUCK DUMP 10-14 YARD CDL             | \$ 815   | \$ 1,963 | \$ 5,057  |
| 952 | 7220 | TRUCK 16' FLATBED DUMP                | \$ 408   | \$ 1,012 | \$ 2,554  |
| 952 | 2120 | TRUCK STAKE 12'                       | \$ 288   | \$ 806   | \$ 2,581  |
| 952 | 2125 | TRUCK STAKE 12' WITH LIFT GATE        | \$ 314   | \$ 880   | \$ 2,340  |

| 952                                          | 2165  | TRUCK STAKE 16' WITH LIFT GATE           | \$ 770   | \$ 1,117 | \$ 2,698  |
|----------------------------------------------|-------|------------------------------------------|----------|----------|-----------|
| 952                                          | 2205  | TRUCK STAKE 20' WITH LIFT GATE           | \$ 772   | \$ 1,119 | \$ 3,109  |
| 952                                          | 2220  | TRUCK STAKE 22'                          | \$ 772   | \$ 1,119 | \$ 2,934  |
| 952                                          | 2225  | TRUCK STAKE 22' WITH LIFT GATE           | \$ 773   | \$ 1,123 | \$ 3,280  |
| 953                                          | 2224  | TRUCK WATER 2000-2999 GAL NON-CDL        | \$ 472   | \$ 1,451 | \$ 3,184  |
| 953                                          | 2225  | TRUCK WATER 2000-2999 GAL CDL            | \$ 472   | \$ 1,451 | \$ 3,184  |
| 953                                          | 2227  | TRUCK WATER 4000-4999 GAL                | \$ 776   | \$ 2,188 | \$ 5,137  |
| 954                                          | 4300  | TRUCK WITH SERVICE BODY                  | \$ 400   | \$ 1,150 | \$ 2,654  |
| 954                                          | 4100  | VAN ECONOLINE                            | \$ 293   | \$ 704   | \$ 2,026  |
| 954                                          | 4105  | VAN CARGO 3/4 TON ELECTRIC               | \$ 557   | \$ 1,013 | \$ 2,026  |
| 954                                          | 4110  | VAN 15 PASSENGER                         | \$ 308   | \$ 955   | \$ 2,026  |
| 956                                          | 1033  | BUCKET TRUCK 4WD 34'-40' INSULATED       | \$ 736   | \$ 1,840 | \$ 4,599  |
| 956                                          | 1034  | BUCKET TRUCK 2WD 34'-40' INSULATED       | \$ 700   | \$ 1,750 | \$ 4,380  |
| 956                                          | 1035  | BOOM 34-40' BUCKET VAN                   | \$ 485   | \$ 1,341 | \$ 4,308  |
| 956                                          | 1042  | BUCKET TRK W/MAT HAN 2WD 41'-49' INSULAT | \$ 923   | \$ 2,308 | \$ 5,475  |
| 956                                          | 1043  | BOOM 41-49' BUCKET TRUCK W/MAT HAN 4WD   | \$ 1,067 | \$ 2,666 | \$ 5,913  |
| 956                                          | 1052  | BUCKET TRK 4WD NON-CDL 50-54' INSULATED  | \$ 1,090 | \$ 2,721 | \$ 6,242  |
| 956                                          | 1053  | BUCKET TRK 2WD NON-CDL 50-54' INSULATED  | \$ 1,057 | \$ 2,642 | \$ 5,694  |
| 956                                          | 1055  | BUCKET TRK 55-60' 2WD INSUL NON-OVCTR    | \$ 1,122 | \$ 2,806 | \$ 6,844  |
| 956                                          | 1056  | BUCKET TRK 55-60' 4WD INSUL NON-OVCTR    | \$ 1,303 | \$ 3,269 | \$ 7,775  |
| 956                                          | 1057  | BUCKET TRUCK 55-60' 2WD INSUL OVER-CTR   | \$ 1,122 | \$ 2,806 | \$ 7,118  |
| 956                                          | 1058  | BUCKET TRUCK 55-60' 4WD INSUL OVER-CTR   | \$ 1,517 | \$ 3,791 | \$ 8,432  |
| 956                                          | 1062  | BUCKET TRK 64'-65' NON-INS NON-CDL       | \$ 1,315 | \$ 3,287 | \$ 7,884  |
| 956                                          | 9060  | TRUCK DIGGER DERRICK 2WD 47'             | \$ 1,244 | \$ 3,110 | \$ 7,118  |
| 956                                          | 9100  | TRUCK DIGGER DERRICK 4WD 47'             | \$ 1,560 | \$ 3,849 | \$ 8,651  |
| 956                                          | 9120  | TRUCK DIGGER DERRICK 6WD 60'             | \$ 3,614 | \$ 7,118 | \$ 10,403 |
| 956                                          | 1041  | BUCKET TRK 41'-49' NON-INS NON-CDL       | \$ 1,136 | \$ 2,838 | \$ 6,023  |
| 956                                          | 1050  | BOOM 50-54' BUCKET TRUCK INSUL NON-CDL   | \$ 1,325 | \$ 3,311 | \$ 7,227  |
| 956                                          | 1051  | BUCKET TRK 50'-54' NON-INS NON-CDL       | \$ 1,058 | \$ 2,643 | \$ 6,899  |
| 956                                          | 1060  | BUCKET TRK 61'-65' NON-INS NON CDL       | \$ 1,396 | \$ 2,834 | \$ 7,446  |
| 956                                          | 1080  | BUCKET TRK 82'-87' NON-INS NON-CDL       | \$ 1,560 | \$ 3,849 | \$ 8,760  |
| 900                                          | 8600  | TRACK DIGGER DERRICK 42'                 | \$ 1,151 | \$ 2,879 | \$ 7,095  |
| <b>Compaction, Tampers, Rollers, Rammers</b> |       |                                          |          |          |           |
| Cat                                          | Class | Description                              | Day      | Week     | Month     |
| 110                                          | 1830  | TAMPER BACKFILL AIR                      | \$ 52    | \$ 116   | \$ 282    |
| 150                                          | 2000  | RAMMER SMALL 1200-2399 LBS/BLOW          | \$ 94    | \$ 283   | \$ 598    |
| 150                                          | 2400  | RAMMER MEDIUM 2400-2800 LBS/BLOW         | \$ 112   | \$ 329   | \$ 705    |
| 150                                          | 2600  | RAMMER LARGE 2900-3600 LBS/BLOW          | \$ 114   | \$ 336   | \$ 718    |
| 150                                          | 3100  | VIB PLATE MEDIUM 3000-5000# IMPACT       | \$ 111   | \$ 295   | \$ 698    |
| 150                                          | 3400  | VIB PLATE REVERSIBLE 5000-5999# IMPACT   | \$ 136   | \$ 367   | \$ 866    |
| 150                                          | 3500  | VIB PLATE REVERSIBLE 6000-6999# IMPACT   | \$ 156   | \$ 494   | \$ 1,074  |
| 150                                          | 3600  | VIB PLATE REVERSIBLE 7000-8599# IMPACT   | \$ 193   | \$ 590   | \$ 1,215  |
| 150                                          | 3700  | VIB PLATE REVERSIBLE 8600-10999# IMPACT  | \$ 237   | \$ 664   | \$ 1,346  |
| 150                                          | 3810  | VIB PLATE REVERSIBLE 11000-13999# IMPACT | \$ 261   | \$ 773   | \$ 1,506  |
| 150                                          | 3820  | VIB PLATE REVERSIBLE 14000-15999# IMPACT | \$ 336   | \$ 1,019 | \$ 2,026  |
| 160                                          | 1245  | ROLLER 18-29" WALKBEHIND DBL DRUM SMOOTH | \$ 273   | \$ 840   | \$ 2,011  |
| 160                                          | 1265  | ROLLER 24-33" WALKBEHIND PAD             | \$ 335   | \$ 961   | \$ 2,238  |
| 160                                          | 2405  | ROLLER 40-49" VIB SINGLE DRUM SMOOTH     | \$ 461   | \$ 1,164 | \$ 2,854  |
| 160                                          | 2410  | ROLLER 41-49" VIB SINGLE DRUM PAD        | \$ 437   | \$ 1,154 | \$ 2,724  |

|                               |              |                                          |            |             |              |
|-------------------------------|--------------|------------------------------------------|------------|-------------|--------------|
| 160                           | 2420         | ROLLER 50-56" VIB SINGLE DRUM PAD        | \$ 550     | \$ 1,363    | \$ 3,401     |
| 160                           | 2425         | ROLLER 50-56" VIB SINGLE DRUM SMOOTH     | \$ 566     | \$ 1,402    | \$ 3,435     |
| 160                           | 2440         | ROLLER 61-70" VIB SINGLE DRUM PAD        | \$ 605     | \$ 1,631    | \$ 4,070     |
| 160                           | 2445         | ROLLER 61-70" VIB SINGLE DRUM SMOOTH     | \$ 595     | \$ 1,613    | \$ 3,884     |
| 160                           | 2450         | ROLLER 80-89" VIB SINGLE DRUM PAD        | \$ 885     | \$ 2,167    | \$ 5,408     |
| 160                           | 2455         | ROLLER 80-89" VIB SINGLE DRUM SMOOTH     | \$ 844     | \$ 2,046    | \$ 5,206     |
| 160                           | 2515         | ROLLER 50-59" VIB ART DOUBLE DRUM SMOOTH | \$ 343     | \$ 1,369    | \$ 4,109     |
| 160                           | 2520         | ROLLER 60-69" VIB ART DOUBLE DRUM SMOOTH | \$ 636     | \$ 2,248    | \$ 6,745     |
| 160                           | 2525         | ROLLER 70-79" VIB ART DOUBLE DRUM SMOOTH | \$ 1,306   | \$ 4,042    | \$ 9,216     |
| 160                           | 2620         | ROLLER 1.5 TON DOUBLE DRUM SMOOTH DSL    | \$ 396     | \$ 1,064    | \$ 2,594     |
| 160                           | 2621         | ROLLER 1.5 TON DOUBLE DRUM SMOOTH GAS    | \$ 310     | \$ 942      | \$ 2,043     |
| 160                           | 2660         | ROLLER 3-5 TON DOUBLE DRUM SMOOTH        | \$ 379     | \$ 967      | \$ 2,363     |
| 160                           | 2670         | ROLLER 4-7 TON DOUBLE DRUM SMOOTH        | \$ 382     | \$ 1,010    | \$ 2,114     |
| 160                           | 6474         | ROLLER ATTACHMENT 84" PAD SHELL          | \$ 34      | \$ 105      | \$ 226       |
| <b>Concrete &amp; Masonry</b> |              |                                          |            |             |              |
| <b>Cat</b>                    | <b>Class</b> | <b>Description</b>                       | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 110                           | 1170         | CONCRETE SCABBLER AIR 5 HEAD             | \$ 378     | \$ 854      | \$ 2,034     |
| 180                           | 2190         | MIXER MORTAR 3-3.9 CUBIC FEET ELECTRIC   | \$ 61      | \$ 169      | \$ 370       |
| 180                           | 2207         | MIXER MORTAR 7 CUBIC FEET                | \$ 137     | \$ 323      | \$ 787       |
| 180                           | 2219         | MIXER MORTAR 9 CUBIC FEET                | \$ 144     | \$ 363      | \$ 879       |
| 180                           | 2765         | MIXER CONCRETE 2-3 CUBIC FEET ELECTRIC   | \$ 67      | \$ 245      | \$ 501       |
| 180                           | 2800         | MIXER CONCRETE 6 CUBIC FEET              | \$ 104     | \$ 319      | \$ 769       |
| 180                           | 2860         | MIXER CONCRETE 9 CUBIC FEET              | \$ 136     | \$ 344      | \$ 830       |
| 180                           | 5015         | BUGGY 15-19 CUBIC FEET POWERED PROPANE   | \$ 181     | \$ 576      | \$ 1,114     |
| 180                           | 5016         | BUGGY 15-19 CUBIC FEET POWERED WHEEL     | \$ 144     | \$ 355      | \$ 904       |
| 180                           | 5017         | BUGGY 15-19 CUBIC FEET POWERED TRACK     | \$ 217     | \$ 712      | \$ 1,288     |
| 180                           | 5019         | BUGGY 20-30 CUBIC FEET POWERED WHEEL     | \$ 199     | \$ 523      | \$ 1,109     |
| 180                           | 5580         | BUCKET CONCRETE 1 YARD                   | \$ 105     | \$ 260      | \$ 639       |
| 180                           | 7801         | VIBRATOR CONCRETE MOTOR ELECTRIC         | \$ 41      | \$ 133      | \$ 324       |
| 180                           | 7882         | VIBRATOR BACKPACK GAS POWERED            | \$ 99      | \$ 322      | \$ 638       |
| 180                           | 9536         | FINISHER CONCRETE 36"                    | \$ 90      | \$ 280      | \$ 624       |
| 180                           | 9548         | FINISHER CONCRETE 46"-48"                | \$ 113     | \$ 281      | \$ 710       |
| 181                           | 1006         | BULL FLOAT MAGNESIUM BULK                | \$ 26      | \$ 80       | \$ 178       |
| 181                           | 1011         | BULL FLOAT EXTENSION HANDLE 6'           | \$ 3       | \$ 13       | \$ 35        |
| 181                           | 1070         | CONCRETE HAND TOOL                       | \$ 56      | \$ 112      | \$ 210       |
| 181                           | 7145         | DIAMOND CORE BIT 1 1/2"                  | \$ 23      | \$ 63       | \$ 104       |
| 181                           | 7200         | DIAMOND CORE BIT 2"                      | \$ 30      | \$ 76       | \$ 150       |
| 181                           | 7201         | DIAMOND CORE BIT 3"                      | \$ 42      | \$ 95       | \$ 208       |
| 181                           | 7210         | DIAMOND CORE BIT 2 1/2"                  | \$ 47      | \$ 98       | \$ 238       |
| 181                           | 7236         | DIAMOND CORE BIT 3 1/2"                  | \$ 47      | \$ 97       | \$ 148       |
| 181                           | 7241         | DIAMOND CORE BIT 4"                      | \$ 58      | \$ 102      | \$ 216       |
| 181                           | 7245         | DIAMOND CORE BIT 4 1/2"                  | \$ 58      | \$ 128      | \$ 137       |
| 181                           | 7251         | DIAMOND CORE BIT 5"                      | \$ 72      | \$ 102      | \$ 167       |
| 181                           | 7261         | DIAMOND CORE BIT 6"                      | \$ 82      | \$ 148      | \$ 301       |
| 181                           | 7280         | DIAMOND CORE BIT 8"                      | \$ 119     | \$ 204      | \$ 382       |
| 181                           | 7301         | DIAMOND CORE BIT 10"                     | \$ 155     | \$ 214      | \$ 454       |
| 181                           | 7306         | DIAMOND CORE BIT 12"                     | \$ 176     | \$ 218      | \$ 536       |
| 181                           | 7310         | CORE DRILL EXTENSION 12"                 | \$ 14      | \$ 18       | \$ 35        |
| 181                           | 7320         | CORE DRILL HAND HELD                     | \$ 111     | \$ 324      | \$ 756       |



|     |      |                                          |        |          |          |
|-----|------|------------------------------------------|--------|----------|----------|
| 181 | 7330 | CORE DRILL STAND                         | \$ 13  | \$ 39    | \$ 76    |
| 181 | 7345 | WATER TANK FOR CORE DRILL                | \$ 17  | \$ 38    | \$ 90    |
| 181 | 7905 | VIBRATOR FLEX SHAFT 10'                  | \$ 38  | \$ 84    | \$ 197   |
| 181 | 7918 | VIBRATOR SHAFT 13' WHIP                  | \$ 42  | \$ 128   | \$ 256   |
| 181 | 7927 | VIBRATOR HEAD 1 3/4"                     | \$ 18  | \$ 41    | \$ 99    |
| 190 | 1900 | DEMO HAMMER TILE STRIPPING CART          | \$ 67  | \$ 171   | \$ 220   |
| 190 | 2000 | DEMO HAMMER 20-25# ELECTRIC              | \$ 93  | \$ 229   | \$ 572   |
| 190 | 2030 | DEMO HAMMER 30-34# ELECTRIC              | \$ 101 | \$ 229   | \$ 616   |
| 190 | 2110 | DEMO HAMMER 35-39# ELECTRIC              | \$ 153 | \$ 340   | \$ 808   |
| 190 | 2200 | DEMO HAMMER 60# ELECTRIC                 | \$ 137 | \$ 344   | \$ 835   |
| 190 | 4153 | GRINDER CONCRETE HANDHELD 5" ELECTRIC    | \$ 28  | \$ 81    | \$ 162   |
| 190 | 4225 | GRINDER ANGLE 7"-7 1/2" ELECTRIC         | \$ 54  | \$ 97    | \$ 191   |
| 190 | 6300 | ROTARY HAMMER MEDIUM SDS ELECTRIC        | \$ 36  | \$ 111   | \$ 312   |
| 190 | 6375 | ROTARY HAMMER LARGE SDS MAX ELECTRIC     | \$ 100 | \$ 250   | \$ 622   |
| 190 | 6450 | ROTARY HAMMER ELECTRIC FOR LG SPLINE     | \$ 109 | \$ 270   | \$ 640   |
| 190 | 6525 | ROTARY HAMMER XL SDS MAX ELECTRIC        | \$ 120 | \$ 288   | \$ 692   |
| 190 | 7525 | SANDER ORBITAL ELECTRIC                  | \$ 75  | \$ 206   | \$ 476   |
| 190 | 8810 | VIBRATOR MOTOR 1HP ELECTRIC              | \$ 66  | \$ 154   | \$ 368   |
| 190 | 8820 | VIBRATOR MOTOR 2HP ELECTRIC              | \$ 93  | \$ 229   | \$ 455   |
| 190 | 8830 | VIBRATOR MOTOR 3HP ELECTRIC              | \$ 92  | \$ 213   | \$ 540   |
| 220 | 2000 | CONCRETE GRINDER 2 HEAD 1 PHASE 1.5HP    | \$ 162 | \$ 486   | \$ 1,030 |
| 220 | 2200 | CONCRETE GRINDER 2 HEAD GAS              | \$ 119 | \$ 362   | \$ 797   |
| 220 | 2320 | CONCRETE GRINDER 3 HEAD 1 PHASE          | \$ 431 | \$ 1,155 | \$ 3,465 |
| 220 | 2320 | CONCRETE GRINDER 3 HEAD 1 PHASE          | \$ 627 | \$ 1,471 | \$ 4,574 |
| 220 | 2321 | CONCRETE GRINDER 3 HEAD 3PH 30-32"       | \$ 817 | \$ 2,478 | \$ 7,351 |
| 220 | 2322 | CONCRETE GRINDER 3 HEAD PROPANE          | \$ 627 | \$ 1,471 | \$ 4,574 |
| 220 | 2324 | CONCRETE GRINDER 3 HEAD PROPANE 28"      | \$ 669 | \$ 1,980 | \$ 6,233 |
| 220 | 2325 | CONCRETE GRINDER DISC 10"                | \$ 253 | \$ 758   | \$ 1,516 |
| 220 | 2400 | GRINDER STONES                           | \$ 25  | \$ 72    | \$ 150   |
| 220 | 2500 | DYMA-SERT DIAMOND HEADS                  | \$ 89  | \$ 266   | \$ 604   |
| 220 | 2502 | DYMA-DOTS GRINDER INSERT                 | \$ 91  | \$ 247   | \$ 623   |
| 220 | 3104 | CONCRETE GRINDER 1 HEAD 1 PHASE 115 VOLT | \$ 207 | \$ 451   | \$ 790   |
| 220 | 3105 | CONCRETE GRINDER 1 HEAD 1 PHASE 230 VOLT | \$ 382 | \$ 1,089 | \$ 2,396 |
| 220 | 3200 | CONCRETE GRINDER 1 HEAD GAS              | \$ 382 | \$ 1,089 | \$ 2,396 |
| 220 | 5425 | PLANER CONCRETE 8" 9HP GAS               | \$ 262 | \$ 667   | \$ 1,711 |
| 220 | 5460 | CPM 8 GENERAL PURPOSE SETUP              | \$ 128 | \$ 321   | \$ 644   |
| 220 | 6900 | SCALER NEEDLE AIR SMALL                  | \$ 16  | \$ 36    | \$ 84    |
| 625 | 1010 | SAW CONCRETE 18" GAS                     | \$ 122 | \$ 316   | \$ 818   |
| 625 | 2000 | SAW BRICK/MASONRY 14" ELECTRIC           | \$ 52  | \$ 156   | \$ 404   |
| 625 | 6950 | CHAINSAW CONCRETE GAS                    | \$ 205 | \$ 609   | \$ 1,304 |
| 625 | 7250 | SAW CONCRETE 13HP                        | \$ 132 | \$ 355   | \$ 847   |
| 625 | 7270 | SAW CONCRETE 10-13HP SELF PROPELLED      | \$ 97  | \$ 284   | \$ 780   |
| 625 | 7350 | SAW CONCRETE 20-29HP SELF PROPELLED      | \$ 170 | \$ 467   | \$ 1,067 |
| 625 | 7400 | SAW CONCRETE 30-39HP SELF PROPELLED      | \$ 184 | \$ 547   | \$ 1,295 |
| 625 | 7405 | SAW CONCRETE 40-49HP SELF PROPELLED      | \$ 281 | \$ 809   | \$ 2,002 |
| 625 | 7600 | SAW CONCRETE 60-69HP SELF PROPELLED      | \$ 322 | \$ 972   | \$ 2,071 |
| 625 | 7625 | SAW CONCRETE OVER 69HP SELF PROPELLED    | \$ 354 | \$ 1,003 | \$ 1,990 |
| 625 | 7750 | SAW CUT-OFF 12" GAS                      | \$ 77  | \$ 230   | \$ 583   |
| 625 | 7800 | SAW CUT-OFF 14" ELECTRIC                 | \$ 69  | \$ 156   | \$ 370   |

|                              |              |                                          |            |             |              |
|------------------------------|--------------|------------------------------------------|------------|-------------|--------------|
| 625                          | 7805         | SAW CUT-OFF 14" GAS                      | \$ 103     | \$ 260      | \$ 640       |
| 625                          | 8300         | SAW TILE 10"                             | \$ 103     | \$ 256      | \$ 630       |
| 625                          | 9428         | BLADE DIAMOND ASPHALT 18"                | \$ 97      | \$ 238      | \$ 463       |
| 625                          | 9436         | BLADE DIAMOND ASPHALT 20"                | \$ 176     | \$ 617      | \$ 688       |
| 625                          | 9480         | DIAMOND BLADE 14"                        | \$ 64      | \$ 175      | \$ 410       |
| 625                          | 9510         | BLADE DIAMOND CONCRETE 18"               | \$ 74      | \$ 200      | \$ 421       |
| 625                          | 9513         | BLADE DIAMOND CONCRETE 18"               | \$ 107     | \$ 340      | \$ 593       |
| 625                          | 9514         | BLADE DIAMOND CONCRETE 20"               | \$ 126     | \$ 293      | \$ 531       |
| 625                          | 9516         | BLADE DIAMOND CONCRETE 24"               | \$ 148     | \$ 429      | \$ 868       |
| <b>Cranes</b>                |              |                                          |            |             |              |
| <b>Cat</b>                   | <b>Class</b> | <b>Description</b>                       | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 170                          | 3220         | CRANE 2.5 TON INDUSTRIAL                 | \$ 396     | \$ 1,161    | \$ 2,890     |
| 170                          | 3235         | CRANE 4 TON INDUSTRIAL                   | \$ 545     | \$ 1,365    | \$ 3,366     |
| 170                          | 3280         | CRANE 8.5-9 TON INDUSTRIAL               | \$ 641     | \$ 1,629    | \$ 4,063     |
| 170                          | 4170         | CRANE 17 TON TRUCK MOUNTED               | \$ 851     | \$ 2,299    | \$ 5,735     |
| 170                          | 4175         | CRANE 18 TON TRUCK MOUNTED               | \$ 878     | \$ 2,383    | \$ 6,295     |
| 170                          | 4235         | CRANE 23.5 TON TRUCK MOUNTED             | \$ 1,118   | \$ 2,781    | \$ 7,492     |
| 170                          | 4400         | CRANE 15 TON INDUSTRIAL                  | \$ 902     | \$ 2,439    | \$ 5,700     |
| 170                          | 4410         | CRANE 18 TON INDUSTRIAL                  | \$ 1,401   | \$ 3,764    | \$ 7,661     |
| 170                          | 6015         | CRANE 15 TON ROUGH TERRAIN               | \$ 767     | \$ 2,222    | \$ 6,153     |
| 170                          | 6060         | CRANE 60 TON ROUGH TERRAIN               | \$ 1,709   | \$ 5,116    | \$ 15,188    |
| 170                          | 6070         | CRANE 75 TON ROUGH TERRAIN               | \$ 1,808   | \$ 5,127    | \$ 15,357    |
| 170                          | 7190         | CRANE 19 TON TRUCK MOUNTED               | \$ 748     | \$ 2,270    | \$ 5,220     |
| 170                          | 9009         | CRANE HOOK ATTACHMENT FOR FORKLIFT       | \$ 66      | \$ 173      | \$ 363       |
| <b>Earthmoving Equipment</b> |              |                                          |            |             |              |
| <b>Cat</b>                   | <b>Class</b> | <b>Description</b>                       | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 902                          | 15           | BACKHOE/LOADER COMPACT 20-29HP 4WD       | \$ 256     | \$ 755      | \$ 1,826     |
| 902                          | 1020         | BACKHOE/LOADER 60-90HP 4WD               | \$ 371     | \$ 990      | \$ 2,377     |
| 902                          | 1021         | BACKHOE/LOADER 60-90HP 4WD CAB EXT-A-HOE | \$ 463     | \$ 1,286    | \$ 2,461     |
| 902                          | 1100         | BACKHOE/LOADER 60-90HP 4WD EXT-A-HOE     | \$ 383     | \$ 1,036    | \$ 2,384     |
| 902                          | 1101         | BACKHOE/LOADER 60-90HP 4WD CAB           | \$ 463     | \$ 1,358    | \$ 2,850     |
| 902                          | 1210         | BACKHOE/LOADER 91-104HP 4WD EXT-A-HOE    | \$ 475     | \$ 1,420    | \$ 3,207     |
| 902                          | 1330         | BACKHOE/LOADER OVER 105HP 4WD EXT-A-HOE  | \$ 589     | \$ 1,723    | \$ 4,076     |
| 902                          | 1350         | BACKHOE/LOADER OVER 121HP 4WD EXT-HOE    | \$ 573     | \$ 1,957    | \$ 5,215     |
| 902                          | 5018         | BACKHOE BUCKET 18"                       | \$ 3       | \$ 12       | \$ 26        |
| 902                          | 5024         | BACKHOE BUCKET 24"                       | \$ 37      | \$ 79       | \$ 184       |
| 902                          | 5030         | BACKHOE BUCKET 30"                       | \$ 14      | \$ 33       | \$ 56        |
| 902                          | 5215         | BACKHOE BREAKER                          | \$ 358     | \$ 891      | \$ 2,172     |
| 902                          | 5225         | BACKHOE VIBRATORY PLATE COMPACTOR        | \$ 220     | \$ 553      | \$ 1,377     |
| 902                          | 5250         | BACKHOE 18" COMPACTION WHEEL             | \$ 150     | \$ 449      | \$ 1,023     |
| 902                          | 5300         | BACKHOE AUGER POWER UNIT                 | \$ 213     | \$ 577      | \$ 1,220     |
| 906                          | 2070         | DOZER STANDARD TRACK 70HP                | \$ 637     | \$ 1,668    | \$ 4,115     |
| 906                          | 2090         | DOZER STANDARD TRACK 90-95HP             | \$ 749     | \$ 2,016    | \$ 4,944     |
| 906                          | 2150         | DOZER STANDARD TRACK 140-150HP           | \$ 1,216   | \$ 3,222    | \$ 9,324     |
| 906                          | 2270         | DOZER LOW GROUND PRESSURE 70HP           | \$ 634     | \$ 1,759    | \$ 4,246     |
| 906                          | 2290         | DOZER LOW GROUND PRESSURE 90-95HP        | \$ 826     | \$ 2,184    | \$ 5,218     |
| 906                          | 2305         | DOZER LOW GROUND PRESSURE 100-115HP      | \$ 945     | \$ 2,431    | \$ 5,933     |
| 906                          | 2330         | DOZER LOW GROUND PRESSURE 90-95HP        | \$ 1,020   | \$ 2,752    | \$ 6,864     |
| 906                          | 2350         | DOZER LOW GROUND PRESSURE 140-150HP      | \$ 1,380   | \$ 3,601    | \$ 10,301    |

|     |      |                                          |          |          |           |
|-----|------|------------------------------------------|----------|----------|-----------|
| 906 | 2905 | DOZER BRUSH RAKE LARGE EQUIPMENT         | \$ 109   | \$ 304   | \$ 1,159  |
| 903 | 13   | SKID STEER MINI 601-950# DSL TRACKED     | \$ 237   | \$ 716   | \$ 1,611  |
| 907 | 45   | MINI EXCAVATOR 4000-4999#                | \$ 316   | \$ 929   | \$ 2,180  |
| 907 | 46   | MINI EXCAVATOR 4000-4999# ELECTRIC       | \$ 461   | \$ 1,194 | \$ 2,875  |
| 907 | 85   | MINI EXCAVATOR 8500# ZERO TAIL SWING     | \$ 370   | \$ 1,098 | \$ 2,527  |
| 907 | 500  | MINI EXCAVATOR BUCKET CLEAN OUT          | \$ 18    | \$ 31    | \$ 61     |
| 907 | 524  | MINI EXCAVATOR BUCKET 12" SMOOTH         | \$ 2     | \$ 7     | \$ 11     |
| 907 | 534  | MINI EXCAVATOR BUCKET 18" SMOOTH         | \$ 8     | \$ 20    | \$ 40     |
| 907 | 550  | MINI EXCAVATOR BUCKET 30"                | \$ 5     | \$ 14    | \$ 27     |
| 907 | 554  | MINI EXCAVATOR BUCKET 36" SMOOTH         | \$ 8     | \$ 17    | \$ 27     |
| 907 | 555  | MINI EXCAVATOR BUCKET 36"                | \$ 8     | \$ 17    | \$ 33     |
| 907 | 556  | MINI EXCAVATOR BUCKET 36" DITCHING       | \$ 16    | \$ 63    | \$ 115    |
| 907 | 560  | MINI EXCAVATOR POWERTILT ATTACHMENT      | \$ 71    | \$ 206   | \$ 395    |
| 907 | 572  | MINI EX BRUSH CUTTER/MOWER               | \$ 118   | \$ 598   | \$ 1,197  |
| 907 | 580  | MINI EXCAVATOR VIBRATORY PLATE           | \$ 231   | \$ 551   | \$ 1,129  |
| 907 | 100  | MINI EXCAVATOR 10000-14000#              | \$ 399   | \$ 1,138 | \$ 2,613  |
| 907 | 111  | MINI EXCAVATOR 10000-13999# REDUCED TAIL | \$ 483   | \$ 1,406 | \$ 3,074  |
| 907 | 114  | MINI EXCAVATOR 15000-19999#              | \$ 545   | \$ 1,572 | \$ 3,659  |
| 907 | 29   | MINI EXCAVATOR 2000-2999#                | \$ 251   | \$ 731   | \$ 1,773  |
| 907 | 35   | MINI EXCAVATOR 3000-3999#                | \$ 289   | \$ 802   | \$ 1,900  |
| 907 | 525  | MINI EXCAVATOR BUCKET 12"                | \$ 7     | \$ 12    | \$ 18     |
| 907 | 535  | MINI EXCAVATOR BUCKET 18"                | \$ 9     | \$ 16    | \$ 25     |
| 907 | 543  | MINI EXCAVATOR BUCKET 24" SMOOTH         | \$ 12    | \$ 62    | \$ 124    |
| 907 | 545  | MINI EXCAVATOR BUCKET 24"                | \$ 10    | \$ 18    | \$ 31     |
| 907 | 570  | MINI EXCAVATOR BREAKER                   | \$ 233   | \$ 604   | \$ 1,481  |
| 907 | 575  | MINI EXCAVATOR AUGER POWER UNIT          | \$ 184   | \$ 521   | \$ 1,809  |
| 907 | 62   | MINI EXCAVATOR 6000-6799#                | \$ 305   | \$ 840   | \$ 2,002  |
| 907 | 68   | MINI EXCAVATOR 6800-7399#                | \$ 321   | \$ 850   | \$ 2,071  |
| 907 | 75   | MINI EXCAVATOR 7400-9199#                | \$ 353   | \$ 943   | \$ 2,193  |
| 907 | 92   | MINI EXCAVATOR 9200-9999#                | \$ 392   | \$ 1,038 | \$ 2,485  |
| 905 | 1005 | EXCAVATOR 19000# REDUCED TAIL SWING      | \$ 556   | \$ 1,677 | \$ 4,012  |
| 905 | 1015 | EXCAVATOR 25000-29999#                   | \$ 828   | \$ 2,191 | \$ 5,305  |
| 905 | 1030 | EXCAVATOR 30000-34999#                   | \$ 879   | \$ 2,259 | \$ 5,434  |
| 905 | 1032 | EXCAVATOR 30000-34999# RUBBER TRACK      | \$ 767   | \$ 2,371 | \$ 5,862  |
| 905 | 1035 | EXCAVATOR 30000-34999#REDUCED TAIL SWING | \$ 919   | \$ 2,469 | \$ 5,990  |
| 905 | 1045 | EXCAVATOR 35000-39999#                   | \$ 919   | \$ 2,371 | \$ 5,990  |
| 905 | 1060 | EXCAVATOR 43000-49999#                   | \$ 1,067 | \$ 2,833 | \$ 6,863  |
| 905 | 1080 | EXCAVATOR 50000-59999# REDUCED TAIL SWG  | \$ 1,261 | \$ 3,148 | \$ 8,317  |
| 905 | 1085 | EXCAVATOR 50000-55999#                   | \$ 1,261 | \$ 3,148 | \$ 8,317  |
| 905 | 1095 | EXCAVATOR 53000-59999# LONG REACH        | \$ 1,709 | \$ 4,569 | \$ 11,672 |
| 905 | 1135 | EXCAVATOR 63000-66999#                   | \$ 1,656 | \$ 4,075 | \$ 11,021 |
| 905 | 1145 | EXCAVATOR 60000-69999# LONG REACH        | \$ 1,853 | \$ 4,817 | \$ 11,232 |
| 905 | 1150 | EXCAVATOR 70000-79000#                   | \$ 1,858 | \$ 4,998 | \$ 12,499 |
| 905 | 5035 | EXCAVATOR BUCKET 36"                     | \$ 4     | \$ 21    | \$ 40     |
| 905 | 5045 | EXCAVATOR BUCKET 48"                     | \$ 12    | \$ 37    | \$ 81     |
| 905 | 5085 | EXCAVATOR GRAPPLE THUMB 7500#            | \$ 63    | \$ 161   | \$ 343    |
| 905 | 7025 | EXCAVATOR BREAKER 1500-2000#             | \$ 674   | \$ 1,698 | \$ 4,238  |
| 905 | 7030 | EXCAVATOR BREAKER 2001-2500#             | \$ 556   | \$ 1,484 | \$ 3,801  |
| 905 | 7035 | EXCAVATOR BREAKER 3000-3500#             | \$ 689   | \$ 2,037 | \$ 4,916  |

|     |      |                                        |          |          |           |
|-----|------|----------------------------------------|----------|----------|-----------|
| 905 | 7045 | EXCAVATOR BREAKER 4000-4500#           | \$ 806   | \$ 2,659 | \$ 6,570  |
| 905 | 7050 | EXCAVATOR BREAKER 5000#                | \$ 864   | \$ 2,282 | \$ 6,041  |
| 905 | 7100 | EXCAVATOR COMPACTION WHEEL 24"         | \$ 264   | \$ 676   | \$ 1,311  |
| 905 | 7105 | EXCAVATOR COMPACTION WHEEL 36"         | \$ 226   | \$ 749   | \$ 1,357  |
| 905 | 7155 | EXCAVATOR VIB PILE HAMMER ATTACHMENT   | \$ 1,277 | \$ 3,281 | \$ 7,958  |
| 904 | 2000 | LOADER WHEEL .99 CUBIC YARD AND UNDER  | \$ 433   | \$ 1,175 | \$ 2,720  |
| 904 | 2010 | LOADER WHEEL 1.0-1.4 CUBIC YARD        | \$ 462   | \$ 1,241 | \$ 2,919  |
| 904 | 2020 | LOADER WHEEL 2.0-2.5 CUBIC YARD        | \$ 607   | \$ 1,932 | \$ 5,078  |
| 904 | 2025 | LOADER WHEEL 2.5-2.9 CUBIC YARD        | \$ 725   | \$ 2,076 | \$ 5,619  |
| 904 | 2030 | LOADER WHEEL 3.0-3.4 CUBIC YARD        | \$ 895   | \$ 2,290 | \$ 6,021  |
| 904 | 2035 | LOADER WHEEL 3.5-3.9 CUBIC YARD        | \$ 1,017 | \$ 2,537 | \$ 6,345  |
| 904 | 2040 | LOADER WHEEL 4.0 CUBIC YARD            | \$ 1,341 | \$ 3,348 | \$ 7,918  |
| 904 | 2045 | LOADER WHEEL 5.0-5.9 CUBIC YARD        | \$ 1,648 | \$ 4,113 | \$ 10,274 |
| 904 | 3020 | LOADER LANDSCAPER 4WD                  | \$ 320   | \$ 972   | \$ 2,169  |
| 904 | 4530 | LOADER TRACK 2.0 CUBIC YARD            | \$ 1,094 | \$ 2,742 | \$ 6,857  |
| 904 | 6205 | LOADER WHEEL SNOW BUCKET               | \$ 380   | \$ 459   | \$ 814    |
| 904 | 6234 | LOADER WHEEL ROOT RAKE                 | \$ 79    | \$ 238   | \$ 475    |
| 904 | 6240 | LOADER WHEEL FORK ATTACHMENT           | \$ 47    | \$ 167   | \$ 433    |
| 900 | 8125 | MOTORGRADER 125HP 12' BLADE            | \$ 860   | \$ 2,539 | \$ 5,939  |
| 900 | 8150 | MOTORGRADER 195-205HP 14' BLADE        | \$ 1,255 | \$ 4,635 | \$ 11,168 |
| 900 | 8165 | MOTORGRADER 206-235HP 14' BLADE        | \$ 1,288 | \$ 3,679 | \$ 8,947  |
| 903 | 595  | SKID STEER TRACK LOADER 3400# AND OVER | \$ 533   | \$ 1,424 | \$ 3,206  |
| 903 | 105  | SKID STEER LOADER 2600# AND OVER       | \$ 371   | \$ 1,112 | \$ 2,421  |
| 903 | 15   | SKID STEER LOADER 601-850#             | \$ 237   | \$ 716   | \$ 1,611  |
| 903 | 45   | SKID STEER LOADER 1351-1699#           | \$ 252   | \$ 731   | \$ 1,619  |
| 903 | 5036 | SKID STEER BUCKET 36" SMOOTH           | \$ 9     | \$ 33    | \$ 105    |
| 903 | 5058 | SKID STEER BUCKET 68" SMOOTH           | \$ 3     | \$ 10    | \$ 23     |
| 903 | 5061 | SKID STEER BUCKET 60" SMOOTH           | \$ 10    | \$ 25    | \$ 58     |
| 903 | 5066 | SKID STEER BUCKET 66" SMOOTH           | \$ 2     | \$ 7     | \$ 14     |
| 903 | 5067 | SKID STEER BUCKET 66" TOOTH            | \$ 7     | \$ 15    | \$ 39     |
| 903 | 5072 | SKID STEER BUCKET 72" TOOTH            | \$ 7     | \$ 20    | \$ 44     |
| 903 | 5073 | SKID STEER BUCKET 72" SMOOTH           | \$ 49    | \$ 91    | \$ 282    |
| 903 | 5074 | SKID STEER BUCKET 74" SMOOTH           | \$ 3     | \$ 12    | \$ 33     |
| 903 | 5078 | SKID STEER BUCKET 78" SMOOTH           | \$ 7     | \$ 14    | \$ 28     |
| 903 | 5079 | SKID STEER BUCKET 78" TOOTH            | \$ 3     | \$ 11    | \$ 40     |
| 903 | 5200 | SKID STEER GRAPPLE BUCKET              | \$ 132   | \$ 323   | \$ 788    |
| 903 | 5215 | SKID STEER SNOW BUCKET                 | \$ 25    | \$ 75    | \$ 179    |
| 903 | 522  | SKID STEER TRACK LOADER WALKBEHIND     | \$ 239   | \$ 575   | \$ 1,439  |
| 903 | 5305 | SKID STEER BRUSH MOWER ATTACHMENT      | \$ 208   | \$ 431   | \$ 1,407  |
| 903 | 5310 | SKID STEER TRENCHER ATTACHMENT         | \$ 201   | \$ 494   | \$ 1,235  |
| 903 | 5330 | SKID STEER PLANER ATTACHMENT           | \$ 616   | \$ 1,725 | \$ 2,905  |
| 903 | 5335 | SKID STEER ROCKHOUND                   | \$ 214   | \$ 557   | \$ 1,390  |
| 903 | 5343 | SKID STEER 72" DOZER BLADE ATTACHMENT  | \$ 102   | \$ 297   | \$ 667    |
| 903 | 5355 | SKID STEER BREAKER                     | \$ 237   | \$ 674   | \$ 1,499  |
| 903 | 5381 | SKID STEER MULCHING HEAD               | \$ 340   | \$ 1,175 | \$ 2,951  |
| 903 | 5385 | SKID STEER LANDSCAPE RAKE ATTACHMENT   | \$ 190   | \$ 515   | \$ 996    |
| 903 | 5410 | SKID STEER FORK ATTACHMENT             | \$ 62    | \$ 154   | \$ 371    |
| 903 | 5411 | SKID STEER FORK ATTACHMENT HEAVY DUTY  | \$ 56    | \$ 194   | \$ 455    |
| 903 | 5413 | SKID STEER GRAPPLE FORK ATTACHMENT     | \$ 170   | \$ 425   | \$ 881    |



| 903                       | 5435  | SKID STEER PICKUP BROOM WITH DUMP BUCKET | \$ 151 | \$ 387   | \$ 937   |
|---------------------------|-------|------------------------------------------|--------|----------|----------|
| 903                       | 5440  | SKID STEER ANGLE BROOM                   | \$ 146 | \$ 344   | \$ 880   |
| 903                       | 5475  | SKID STEER SNOW PLOW ATTACHMENT          | \$ 82  | \$ 232   | \$ 486   |
| 903                       | 5491  | SKID STEER ROOT GRAPPLE BUCKET           | \$ 125 | \$ 329   | \$ 661   |
| 903                       | 5500  | SKID STEER AUGER POWER UNIT              | \$ 122 | \$ 299   | \$ 794   |
| 903                       | 5598  | SKID STEER AUGER EXTENSION 2' HEX        | \$ 35  | \$ 126   | \$ 220   |
| 903                       | 5600  | SKID STEER AUGER EXTENSION               | \$ 23  | \$ 115   | \$ 231   |
| 903                       | 5606  | SKID STEER AUGER BIT 6"                  | \$ 34  | \$ 104   | \$ 243   |
| 903                       | 5609  | SKID STEER AUGER BIT 9"                  | \$ 48  | \$ 118   | \$ 296   |
| 903                       | 561   | SKID STEER TRACK LOADER 1300-1699#       | \$ 371 | \$ 1,112 | \$ 2,421 |
| 903                       | 5612  | SKID STEER AUGER BIT 12"                 | \$ 44  | \$ 116   | \$ 321   |
| 903                       | 5618  | SKID STEER AUGER BIT 18"                 | \$ 50  | \$ 150   | \$ 237   |
| 903                       | 5624  | SKID STEER AUGER BIT 24"                 | \$ 60  | \$ 164   | \$ 373   |
| 903                       | 5630  | SKID STEER AUGER BIT 30"                 | \$ 63  | \$ 169   | \$ 354   |
| 903                       | 5636  | SKID STEER AUGER BIT 36"                 | \$ 81  | \$ 202   | \$ 505   |
| 903                       | 5670  | SKID STEER MINI AUGER POWER UNIT         | \$ 102 | \$ 422   | \$ 749   |
| 903                       | 570   | SKID STEER TRACK LOADER 1700-1999#       | \$ 381 | \$ 1,146 | \$ 2,529 |
| 903                       | 580   | SKID STEER TRACK LOADER 2000-2399#       | \$ 393 | \$ 1,170 | \$ 2,664 |
| 903                       | 585   | SKID STEER TRACK LOADER 2400-2799#       | \$ 463 | \$ 1,194 | \$ 2,841 |
| 903                       | 590   | SKID STEER TRACK LOADER 2800-3399        | \$ 528 | \$ 1,369 | \$ 2,987 |
| 903                       | 71    | SKID STEER LOADER 1700-1899#             | \$ 296 | \$ 856   | \$ 1,736 |
| 903                       | 80    | SKID STEER LOADER 1900-2000#             | \$ 317 | \$ 895   | \$ 2,027 |
| 903                       | 90    | SKID STEER LOADER 2001-2599#             | \$ 302 | \$ 971   | \$ 2,225 |
| 750                       | 1100  | SWEEPER RIDE ON 6' WINDROW               | \$ 274 | \$ 812   | \$ 1,865 |
| 750                       | 1105  | SWEEPER RIDE ON 8' WINDROW THREE WHEEL   | \$ 321 | \$ 947   | \$ 2,136 |
| 750                       | 1106  | SWEEPER 8' 4 WHEEL ROPS                  | \$ 350 | \$ 977   | \$ 2,309 |
| 750                       | 1107  | SWEEPER 8' 4 WHEEL CAB                   | \$ 383 | \$ 1,156 | \$ 2,518 |
| 750                       | 1110  | SWEEPER RIDE ON PICK UP                  | \$ 521 | \$ 1,342 | \$ 3,446 |
| 750                       | 1040  | SWEEPER WALKBEHIND                       | \$ 197 | \$ 573   | \$ 1,035 |
| 750                       | 1109  | SWEEPER RIDEON PICK UP 66" AND SMALLER   | \$ 540 | \$ 1,802 | \$ 3,416 |
| 750                       | 1111  | SWEEPER RIDE-ON PICK UP ELECTRIC         | \$ 421 | \$ 1,287 | \$ 2,228 |
| 750                       | 1115  | SWEEPER/SCRUBBER RIDE ON                 | \$ 693 | \$ 2,178 | \$ 5,247 |
| 908                       | 30    | FARM TRACTOR 30HP                        | \$ 305 | \$ 746   | \$ 1,866 |
| 908                       | 40    | FARM TRACTOR 40HP                        | \$ 373 | \$ 965   | \$ 2,335 |
| 908                       | 50    | FARM TRACTOR 50HP                        | \$ 255 | \$ 744   | \$ 2,532 |
| 908                       | 5260  | FARM TRACTOR BOX BLADE 60"               | \$ 194 | \$ 436   | \$ 888   |
| 908                       | 5410  | FARM TRACTOR MOWER ATTACHMENT            | \$ 209 | \$ 659   | \$ 2,035 |
| 908                       | 90    | FARM TRACTOR 90HP+                       | \$ 484 | \$ 1,560 | \$ 4,534 |
| 930                       | 1101  | TRENCHER 11-15HP WALKBEHIND TIRE         | \$ 255 | \$ 782   | \$ 1,684 |
| 930                       | 1102  | TRENCHER 11-15HP WALKBEHIND TRACK        | \$ 263 | \$ 781   | \$ 1,598 |
| 930                       | 1200  | TRENCHER 16-27HP WALKBEHIND TIRE         | \$ 276 | \$ 814   | \$ 1,907 |
| 930                       | 1230  | TRENCHER 16-27HP WALKBEHIND TRACK        | \$ 293 | \$ 902   | \$ 2,041 |
| 930                       | 1350  | TRENCHER 32-50HP                         | \$ 413 | \$ 1,157 | \$ 2,707 |
| 930                       | 1440  | TRENCHER 51-69HP                         | \$ 599 | \$ 1,652 | \$ 3,853 |
| 930                       | 1520  | TRENCHER RIDE ON WITH BACKHOE            | \$ 448 | \$ 1,164 | \$ 2,899 |
| <b>Flooring Equipment</b> |       |                                          |        |          |          |
| Cat                       | Class | Description                              | Day    | Week     | Month    |
| 210                       | 9854  | SANDBLAST POT 150#                       | \$ 149 | \$ 406   | \$ 1,123 |
| 210                       | 9859  | SANDBLAST POT 300#                       | \$ 201 | \$ 501   | \$ 1,238 |

| 210                          | 9890  | VACUUM SHOT BLASTER                      | \$ 327 | \$ 1,307 | \$ 3,921 |
|------------------------------|-------|------------------------------------------|--------|----------|----------|
| 210                          | 9893  | SHOTBLAST RIDE-ON GAS/LPG                | \$ 867 | \$ 2,376 | \$ 4,950 |
| 210                          | 9895  | SHOTBLASTER 8" 110 VOLT                  | \$ 374 | \$ 1,094 | \$ 1,913 |
| 210                          | 9896  | SHOTBLAST SYSTEM 10" ELECTRIC            | \$ 941 | \$ 3,044 | \$ 5,549 |
| 220                          | 0001  | SWEEPER MAGNETIC FLOOR 24"               | \$ 35  | \$ 130   | \$ 269   |
| 220                          | 1600  | CARPET CLEANER UP AND OUT                | \$ 78  | \$ 232   | \$ 464   |
| 220                          | 1601  | CARPET CLEANER INDUSTRIAL                | \$ 93  | \$ 326   | \$ 599   |
| 220                          | 1610  | CARPET EXTRACTOR PORTABLE                | \$ 82  | \$ 402   | \$ 763   |
| 220                          | 1612  | CARPET EXTRACTOR SELF-CONTAINED WALK BEH | \$ 82  | \$ 402   | \$ 763   |
| 220                          | 1675  | SURFACE CLEANER SYSTEM                   | \$ 93  | \$ 326   | \$ 599   |
| 220                          | 1800  | CARPET EXTRACTOR RIDE ON                 | \$ 365 | \$ 991   | \$ 2,228 |
| 220                          | 1810  | CARPET EXTRACTOR WALK BEHIND             | \$ 218 | \$ 654   | \$ 1,961 |
| 220                          | 6060  | RIDE ON FLOOR SCRAPER ELECTRIC 1150#     | \$ 627 | \$ 1,963 | \$ 4,525 |
| 220                          | 6060  | RIDE-ON FLOOR SCRAPER ELEC 2200-3100#    | \$ 545 | \$ 1,782 | \$ 4,901 |
| 220                          | 6069  | RIDE-ON FLOOR SCRAPER PROPANE 2200#      | \$ 594 | \$ 1,980 | \$ 5,346 |
| 220                          | 6070  | RIDE-ON FLOOR SCRAPER-PROPANE 2500-2800# | \$ 990 | \$ 2,772 | \$ 6,831 |
| 220                          | 6100  | TILE STRIPPER 100-199# 110 VOLT          | \$ 95  | \$ 278   | \$ 671   |
| 220                          | 6300  | TILE STRIPPER 200-399# 110 VOLT          | \$ 327 | \$ 926   | \$ 2,614 |
| 220                          | 7055  | FLOOR POLISHER/STRIPPER 17"              | \$ 76  | \$ 230   | \$ 488   |
| 220                          | 7058  | FLOOR SCRUBBER 17"                       | \$ 142 | \$ 354   | \$ 899   |
| 220                          | 7061  | FLOOR SCRUBBER 24" WALKBEHIND            | \$ 218 | \$ 719   | \$ 1,806 |
| 220                          | 7063  | FLOOR SCRUBBER 20" WALK BEHIND ELECTRIC  | \$ 164 | \$ 436   | \$ 1,307 |
| 220                          | 7066  | FLOOR SCRUBBER 32" WALK BEHIND           | \$ 273 | \$ 926   | \$ 2,015 |
| 220                          | 7068  | FLOOR SCRUBBER 34" WALKBEHIND            | \$ 248 | \$ 842   | \$ 1,634 |
| 220                          | 7071  | FLOOR SCRUBBER 14" WALKBEHIND            | \$ 142 | \$ 354   | \$ 899   |
| 220                          | 7815  | FLOOR BURNISHER 1500 RPM                 | \$ 256 | \$ 523   | \$ 1,503 |
| 220                          | 7820  | FLOOR BURNISHER PROPANE                  | \$ 251 | \$ 523   | \$ 1,503 |
| 220                          | 7849  | SCRUBBER RIDEON ELECTRIC UP TO 40"       | \$ 471 | \$ 1,485 | \$ 2,921 |
| 220                          | 7850  | SCRUBBER FLOOR RIDE ON PROPANE SC8000    | \$ 594 | \$ 1,980 | \$ 4,752 |
| 220                          | 7851  | SCRUBBER RIDEON 41" OR LARGER            | \$ 540 | \$ 1,802 | \$ 3,416 |
| 220                          | 7900  | POLISHER ATTACHMENT TERRAZZO             | \$ 53  | \$ 157   | \$ 314   |
| 220                          | 7910  | CARBIDE FLOOR STRIPPER DISK 17"          | \$ 85  | \$ 212   | \$ 462   |
| 220                          | 8000  | HARDWOOD SANDER 8" DRUM W/DUST BAG       | \$ 67  | \$ 309   | \$ 871   |
| 220                          | 9000  | SCRUBBER UPRIGHT 12"                     | \$ 24  | \$ 66    | \$ 153   |
| 220                          | 9030  | VACUUM INDUSTRIAL PNEUMATIC 55 GALLON    | \$ 114 | \$ 267   | \$ 625   |
| 220                          | 9525  | VACUUM ELEC CONCRETE DUST                | \$ 85  | \$ 254   | \$ 491   |
| 220                          | 9530  | VACUUM ELEC CONCRETE DUST MULTI STAGE    | \$ 148 | \$ 491   | \$ 981   |
| 220                          | 9034  | INDUSTRIAL VACUUM 5-50HP                 | \$ 248 | \$ 743   | \$ 2,228 |
| 220                          | 9535  | VACUUM ELEC CONCRETE DUST 110V 2 MOTOR   | \$ 83  | \$ 288   | \$ 1,001 |
| 220                          | 9536  | VACUUM ELEC CONCRETE DUST 110V 3 MOTOR   | \$ 149 | \$ 446   | \$ 1,485 |
| 220                          | 9100  | VACUUM WET/DRY 10-14 GALLON              | \$ 37  | \$ 82    | \$ 195   |
| 220                          | 9810  | HEPA VACUUM                              | \$ 115 | \$ 314   | \$ 674   |
| 750                          | 1116  | SWEEPER/SCRUBBER RIDE ON OVER 50" PATH   | \$ 763 | \$ 2,505 | \$ 5,881 |
| 750                          | 1118  | SCRUBBER STAND UP ELECTRIC               | \$ 218 | \$ 654   | \$ 1,961 |
| 900                          | 0100  | PROPANE TANKS                            | \$ 14  | \$ 35    | \$ 91    |
| <b>Landscaping Equipment</b> |       |                                          |        |          |          |
| Cat                          | Class | Description                              | Day    | Week     | Month    |
| 290                          | 1515  | PRUNER POWER CHAIN SAW HEAD              | \$ 77  | \$ 230   | \$ 546   |
| 290                          | 2100  | AERATOR LAWN GAS POWERED                 | \$ 106 | \$ 342   | \$ 763   |

| 290                                      | 2130  | AERATOR LAWN GAS POWERED LARGE           | \$ 90  | \$ 320   | \$ 769   |
|------------------------------------------|-------|------------------------------------------|--------|----------|----------|
| 290                                      | 2455  | SOD CUTTER 18"                           | \$ 149 | \$ 457   | \$ 914   |
| 290                                      | 3010  | AUGER GAS 1 MAN                          | \$ 86  | \$ 285   | \$ 724   |
| 290                                      | 3012  | AUGER HYDRAULIC 1 MAN                    | \$ 111 | \$ 376   | \$ 830   |
| 290                                      | 3020  | AUGER GAS 2 MAN                          | \$ 122 | \$ 315   | \$ 782   |
| 290                                      | 3023  | AUGER TOWABLE GAS                        | \$ 130 | \$ 358   | \$ 893   |
| 290                                      | 3060  | AUGER BIT 6"                             | \$ 18  | \$ 43    | \$ 107   |
| 290                                      | 3080  | AUGER BIT 8"                             | \$ 21  | \$ 53    | \$ 132   |
| 290                                      | 3085  | AUGER BIT 8" FOR 1 MAN AUGER             | \$ 11  | \$ 48    | \$ 60    |
| 290                                      | 3100  | AUGER BIT 10"                            | \$ 14  | \$ 37    | \$ 102   |
| 290                                      | 3120  | AUGER BIT 12"                            | \$ 25  | \$ 37    | \$ 93    |
| 290                                      | 4325  | CHIPPER 6" SELF FEED                     | \$ 254 | \$ 608   | \$ 1,552 |
| 290                                      | 4450  | CHIPPER 12"-13"                          | \$ 529 | \$ 1,319 | \$ 3,111 |
| 290                                      | 4456  | CHIPPER 18"                              | \$ 442 | \$ 1,522 | \$ 3,804 |
| 290                                      | 4800  | SPLITTER LOG GAS HYDRAULIC               | \$ 116 | \$ 290   | \$ 845   |
| 290                                      | 4925  | STUMP GRINDER MEDIUM 11-14HP             | \$ 235 | \$ 765   | \$ 1,778 |
| 290                                      | 4955  | STUMP GRINDER 35HP HYDRAULIC             | \$ 319 | \$ 1,051 | \$ 2,343 |
| 290                                      | 4960  | STUMP GRINDER 20-30HP HYDRAULIC          | \$ 311 | \$ 984   | \$ 1,711 |
| 290                                      | 6565  | MOWER COMMERCIAL 60"-65"                 | \$ 182 | \$ 569   | \$ 1,098 |
| 290                                      | 7380  | MOWER WEED SELF POWERED                  | \$ 131 | \$ 398   | \$ 956   |
| 290                                      | 7450  | TILLER 5HP WALKBEHIND                    | \$ 91  | \$ 288   | \$ 549   |
| 290                                      | 7485  | TILLER 6-8HP REAR TINE                   | \$ 97  | \$ 264   | \$ 791   |
| 290                                      | 7530  | TILLER 13HP WALKBEHIND REAR TINE         | \$ 156 | \$ 438   | \$ 1,314 |
| 290                                      | 7925  | BACKPACK BLOWER LARGE                    | \$ 46  | \$ 148   | \$ 320   |
| 290                                      | 7958  | BLOWER WALKBEHIND 13HP                   | \$ 78  | \$ 200   | \$ 546   |
| 290                                      | 8300  | SPRAYER 3 GALLON HAND                    | \$ 9   | \$ 20    | \$ 52    |
| 290                                      | 8550  | STRAW BLOWER                             | \$ 241 | \$ 616   | \$ 1,530 |
| 290                                      | 8640  | ROLLER LAWN                              | \$ 18  | \$ 55    | \$ 118   |
| 290                                      | 8813  | HYDROSEEDER 600-800 GALLON               | \$ 315 | \$ 1,041 | \$ 1,852 |
| 625                                      | 4500  | CHAINSAW 18"                             | \$ 81  | \$ 224   | \$ 526   |
| 625                                      | 4600  | CHAINSAW 20"                             | \$ 76  | \$ 226   | \$ 618   |
| <b>Lighting Equipment</b>                |       |                                          |        |          |          |
| Cat                                      | Class | Description                              | Day    | Week     | Month    |
| 320                                      | 1200  | LIGHT STAND 2 X 1000W METAL HALIDE       | \$ 74  | \$ 163   | \$ 387   |
| 320                                      | 2100  | LIGHT STAND 1 X 1000W METAL HALIDE       | \$ 48  | \$ 106   | \$ 253   |
| 320                                      | 2147  | LIGHT WOBBLE 1 X 400W 110V METAL HALIDE  | \$ 37  | \$ 82    | \$ 194   |
| 320                                      | 2400  | LIGHT STRING 100'                        | \$ 29  | \$ 64    | \$ 154   |
| 320                                      | 3050  | DISTRIBUTION BOX                         | \$ 38  | \$ 67    | \$ 209   |
| 320                                      | 4000  | LIGHT TOWER TOWABLE SMALL                | \$ 125 | \$ 305   | \$ 668   |
| 320                                      | 4001  | LIGHT TOWER TOWABLE SMALL VERT MAST      | \$ 125 | \$ 305   | \$ 668   |
| 320                                      | 4002  | LIGHT TOWER,0-2KW LED VERT MAST EXTENDED | \$ 199 | \$ 449   | \$ 973   |
| 320                                      | 4003  | LIGHT TOWER,4-7KW VERT MAST EXTENDED     | \$ 191 | \$ 442   | \$ 1,248 |
| 320                                      | 4005  | LIGHT TOWER,8-15KW                       | \$ 128 | \$ 403   | \$ 1,199 |
| 320                                      | 4009  | LIGHT TOWER,8-15KW VERT MAST             | \$ 140 | \$ 408   | \$ 1,223 |
| 320                                      | 4010  | LIGHT TOWER WITH 16-20KW GENERATOR       | \$ 352 | \$ 907   | \$ 2,177 |
| 320                                      | 4011  | LIGHT TOWER VERTICAL MAST W/16-20KW GEN  | \$ 246 | \$ 814   | \$ 2,439 |
| 320                                      | 4050  | LIGHT TOWER TOWABLE SOLAR POWER          | \$ 207 | \$ 472   | \$ 1,443 |
| 320                                      | 4060  | LIGHT TOWER ELECTRIC PUSHAROUND          | \$ 111 | \$ 272   | \$ 662   |
| <b>Material Handling &amp; Forklifts</b> |       |                                          |        |          |          |

| Cat | Class | Description                              | Day      | Week     | Month    |
|-----|-------|------------------------------------------|----------|----------|----------|
| 230 | 5110  | FORKLIFT 4' PALLET FORKS                 | \$ 5     | \$ 14    | \$ 27    |
| 230 | 5130  | FORKLIFT 6' FORKS                        | \$ 30    | \$ 93    | \$ 119   |
| 230 | 5135  | FORKLIFT 8' FORKS                        | \$ 33    | \$ 63    | \$ 142   |
| 230 | 5151  | FORK EXTENSIONS 6'                       | \$ 27    | \$ 73    | \$ 163   |
| 230 | 5170  | FORK EXTENSIONS 8'                       | \$ 43    | \$ 110   | \$ 275   |
| 230 | 5212  | FORKLIFT TOW AND LIFT ATTACHMENT         | \$ 69    | \$ 181   | \$ 468   |
| 230 | 5250  | FORKLIFT JIB                             | \$ 63    | \$ 156   | \$ 392   |
| 231 | 1200  | FORKLIFT WHSE 5000# GAS/LP               | \$ 235   | \$ 667   | \$ 1,416 |
| 231 | 1201  | FORKLIFT WHSE 5000# ELECTRIC             | \$ 235   | \$ 667   | \$ 1,416 |
| 231 | 1202  | FORKLIFT WHSE 5000# DIESEL               | \$ 235   | \$ 667   | \$ 1,416 |
| 231 | 1204  | FORKLIFT WHSE 5000# CUSHION              | \$ 235   | \$ 667   | \$ 1,416 |
| 231 | 1205  | FORKLIFT WHSE 5000# LOW PROFILE GAS/LP   | \$ 235   | \$ 667   | \$ 1,416 |
| 231 | 1209  | FORKLIFT WHSE 5000# PNEU DF QUADMAST     | \$ 235   | \$ 667   | \$ 1,416 |
| 231 | 1220  | FORKLIFT WHSE 6000# PNEU NMT DF QUADMAST | \$ 261   | \$ 819   | \$ 1,675 |
| 231 | 1250  | FORKLIFT WHSE 6000# GAS/LP               | \$ 261   | \$ 819   | \$ 1,675 |
| 231 | 1252  | FORKLIFT WHSE 6000# DIESEL               | \$ 261   | \$ 819   | \$ 1,675 |
| 231 | 1253  | FORKLIFT WHSE 6000# PNEUMATIC            | \$ 261   | \$ 819   | \$ 1,675 |
| 231 | 1254  | FORKLIFT WHSE 6000# CUSHION              | \$ 261   | \$ 819   | \$ 1,675 |
| 231 | 1350  | FORKLIFT WHSE 8000# GAS/LP               | \$ 321   | \$ 937   | \$ 1,969 |
| 231 | 1351  | FORKLIFT WHSE 8000# DIESEL               | \$ 321   | \$ 937   | \$ 1,969 |
| 231 | 1353  | FORKLIFT WHSE 8000# PNEUMATIC            | \$ 321   | \$ 937   | \$ 1,969 |
| 231 | 1445  | FORKLIFT WHSE 10000-12500# DIESEL        | \$ 381   | \$ 987   | \$ 2,443 |
| 231 | 1450  | FORKLIFT WHSE 10000-12500# PNEUMATIC     | \$ 458   | \$ 1,218 | \$ 2,885 |
| 231 | 1801  | FORKLIFT WHSE 15000#                     | \$ 539   | \$ 1,539 | \$ 3,456 |
| 231 | 1850  | FORKLIFT WHSE 20000-22499# PNEUMATIC     | \$ 673   | \$ 2,008 | \$ 4,712 |
| 231 | 1950  | FORKLIFT WHSE 25000-30000# PNEUMATIC     | \$ 742   | \$ 2,370 | \$ 5,923 |
| 231 | 1975  | FORKLIFT WHSE 30000-35000# PNEUMATIC     | \$ 1,020 | \$ 2,675 | \$ 6,564 |
| 231 | 2000  | FORKLIFT WHSE 35000-49999# PNEUMATIC     | \$ 1,131 | \$ 2,889 | \$ 7,070 |
| 231 | 2210  | FORKLIFT WHSE 10000-12000# CONST PNEU    | \$ 405   | \$ 1,001 | \$ 2,673 |
| 231 | 500   | FORKLIFT WHSE 1000-4000# ELEC WALKBEHIND | \$ 196   | \$ 608   | \$ 1,223 |
| 232 | 2210  | FORKLIFT ROUGH TERRAIN 6000# 11-20' 2WD  | \$ 356   | \$ 889   | \$ 2,219 |
| 232 | 2215  | FORKLIFT ROUGH TERRAIN 6000# 21-29'      | \$ 392   | \$ 981   | \$ 2,452 |
| 232 | 2305  | FORKLIFT ROUGH TERRAIN 8000# 15-22' 2WD  | \$ 405   | \$ 1,011 | \$ 2,526 |
| 232 | 2306  | FORKLIFT ROUGH TERRAIN 8000# 15-22' 4WD  | \$ 433   | \$ 1,044 | \$ 2,575 |
| 330 | 6001  | DOLLY APPLIANCE WITH STRAP               | \$ 26    | \$ 80    | \$ 155   |
| 330 | 6040  | DOLLY STAIR CLIMBING                     | \$ 206   | \$ 456   | \$ 1,086 |
| 330 | 6150  | MACHINE SKATE SET 15 TON (4X3.75)        | \$ 130   | \$ 290   | \$ 689   |
| 330 | 6560  | JACK PALLET HYDRAULIC                    | \$ 65    | \$ 195   | \$ 448   |
| 330 | 6565  | JACK PALLET 4,000# ELECTRIC              | \$ 144   | \$ 347   | \$ 828   |
| 330 | 9635  | GANTRY CRANE ALUMINUM 5 TON              | \$ 509   | \$ 1,132 | \$ 2,695 |
| 330 | 9650  | GANTRY CRANE ALUMINUM 3 TON              | \$ 438   | \$ 1,021 | \$ 2,277 |
| 330 | 9670  | GANTRY CRANE STEEL 10 TON                | \$ 419   | \$ 959   | \$ 2,284 |
| 330 | 9678  | GANTRY CRANE ALUMINUM 2 TON 8'           | \$ 221   | \$ 493   | \$ 1,173 |
| 330 | 9680  | GANTRY CRANE ALUMINUM 2 TON 10'          | \$ 202   | \$ 447   | \$ 1,065 |
| 330 | 9685  | GANTRY CRANE ALUMINUM 2 TON 15'          | \$ 208   | \$ 473   | \$ 1,103 |
| 330 | 9712  | LIFT MATERIAL 6-12' 0-400# MANUA         | \$ 85    | \$ 192   | \$ 447   |
| 330 | 9713  | LIFT MATERIAL 6-12' 400-700# MANUAL      | \$ 85    | \$ 252   | \$ 563   |
| 330 | 9714  | LIFT MATERIAL 6-12' 700-1000# MANUAL     | \$ 94    | \$ 265   | \$ 558   |



| 330               | 9717  | LIFT MATERIAL 13-15' 700-1000# MANUAL    | \$ 100   | \$ 265   | \$ 629    |
|-------------------|-------|------------------------------------------|----------|----------|-----------|
| 330               | 9719  | LIFT MATERIAL 16-18' 400-650# MANUAL     | \$ 113   | \$ 267   | \$ 635    |
| 330               | 9723  | LIFT MATERIAL 19-20' 700-800# MANUAL     | \$ 113   | \$ 271   | \$ 637    |
| 330               | 9727  | LIFT MATERIAL 24-25' 400-650# MANUAL     | \$ 127   | \$ 321   | \$ 726    |
| 330               | 9735  | FORK EXT FOR MATERIAL LIFT SET OF 2      | \$ 10    | \$ 27    | \$ 55     |
| 330               | 9800  | PALLET JACK (BULK)                       | \$ 62    | \$ 186   | \$ 448    |
| 230               | 5265  | TRUSS BOOM 1500# CAPACITY 10' LONG       | \$ 78    | \$ 182   | \$ 401    |
| 230               | 5274  | TRUSS BOOM 2000# CAPACITY 12' LONG       | \$ 101   | \$ 264   | \$ 609    |
| 230               | 5310  | FORKLIFT MATERIAL BUCKET                 | \$ 78    | \$ 267   | \$ 379    |
| 230               | 5325  | FORKLIFT HOPPER 1.5 YARD                 | \$ 72    | \$ 188   | \$ 407    |
| 230               | 5330  | FORKLIFT HOPPER 2 YARD                   | \$ 118   | \$ 243   | \$ 409    |
| 230               | 6132  | FORKLIFT MAN CAGE 4' X 8'                | \$ 65    | \$ 183   | \$ 449    |
| 233               | 1000  | FORKLIFT 4500# 15' & UP VARIABLE REACH   | \$ 363   | \$ 1,065 | \$ 2,379  |
| 233               | 1025  | FORKLIFT 5000# 16-20' VARIABLE REACH     | \$ 373   | \$ 1,150 | \$ 2,450  |
| 233               | 1155  | FORKLIFT VARIABLE REACH 6000# 15         | \$ 451   | \$ 1,261 | \$ 2,568  |
| 233               | 1160  | FORKLIFT VARIABLE REACH 6000# 35-39'     | \$ 470   | \$ 1,325 | \$ 2,849  |
| 233               | 1170  | FORKLIFT VARIABLE REACH 6000# 40-49'     | \$ 470   | \$ 1,325 | \$ 2,797  |
| 233               | 1250  | FORKLIFT VARIABLE REACH 7000# 38         | \$ 514   | \$ 1,352 | \$ 2,737  |
| 233               | 1325  | FORKLIFT VARIABLE REACH 8000# 50' & UP   | \$ 593   | \$ 1,625 | \$ 4,034  |
| 233               | 1370  | FORKLIFT VARIABLE REACH 8000# 40-49'     | \$ 539   | \$ 1,507 | \$ 3,246  |
| 233               | 1470  | FORKLIFT VARIABLE REACH 9000# 30-45'     | \$ 675   | \$ 1,711 | \$ 4,082  |
| 233               | 1600  | FORKLIFT VARIABLE REACH 10000# 40-49'    | \$ 711   | \$ 1,775 | \$ 4,479  |
| 233               | 1650  | FORKLIFT VARIABLE REACH 10000# 50' & UP  | \$ 724   | \$ 1,826 | \$ 4,523  |
| 233               | 1675  | FORKLIFT VARIABLE REACH 12000# 55' & UP  | \$ 808   | \$ 2,228 | \$ 5,387  |
| 233               | 1685  | FORKLIFT VARIABLE REACH 14000# 55' & UP  | \$ 907   | \$ 2,563 | \$ 6,049  |
| 233               | 1690  | FORKLIFT VARIABLE REACH 15-16000# 40-55' | \$ 1,129 | \$ 3,043 | \$ 7,530  |
| 233               | 1695  | FORKLIFT VARIABLE REACH 16-18000# 32'&UP | \$ 1,472 | \$ 3,830 | \$ 9,852  |
| 233               | 1700  | FORKLIFT VARIABLE REACH 20000# 32' & UP  | \$ 1,813 | \$ 5,531 | \$ 14,385 |
| 233               | 2140  | TELESCOPIC HANDLER 13200# 96'ROTATINGBOO | \$ 4,816 | \$ 9,676 | \$ 16,876 |
| <b>Misc.Tools</b> |       |                                          |          |          |           |
| Cat               | Class | Description                              | Day      | Week     | Month     |
| 180               | 7000  | CORE DRILL ELECTRIC 13-15 AMP            | \$ 133   | \$ 374   | \$ 859    |
| 180               | 7001  | CORE DRILL ELECTRIC 17-23 AMP            | \$ 122   | \$ 396   | \$ 778    |
| 180               | 7006  | DRILL CORE RIG ELECTRIC 10" WITH VACUUM  | \$ 94    | \$ 241   | \$ 613    |
| 181               | 8550  | BENDER REBAR 1" ELECTRIC                 | \$ 218   | \$ 536   | \$ 1,328  |
| 181               | 8611  | REBAR CUTTER 1" ELECTRIC HYDRAULIC       | \$ 100   | \$ 228   | \$ 545    |
| 181               | 8615  | REBAR CUTTER BENDER 5/8"                 | \$ 35    | \$ 76    | \$ 183    |
| 181               | 9815  | CLEANER MAGNETIC SWEEPER 24-25"          | \$ 33    | \$ 99    | \$ 197    |
| 190               | 1000  | CAULKING GUN CORDLESS                    | \$ 15    | \$ 35    | \$ 78     |
| 190               | 2342  | IMPACT WRENCH 1/2" CORDLESS              | \$ 41    | \$ 92    | \$ 218    |
| 190               | 2344  | IMPACT WRENCH 3/4" CORDLESS              | \$ 52    | \$ 117   | \$ 279    |
| 190               | 3500  | DRILL PRESS MAGNETIC 1/2"                | \$ 94    | \$ 194   | \$ 462    |
| 190               | 3550  | DRILL PRESS MAGNETIC 3/4"                | \$ 113   | \$ 253   | \$ 602    |
| 190               | 3610  | DRILL PRESS MAGNETIC 1 1/2"              | \$ 127   | \$ 282   | \$ 672    |
| 190               | 5010  | SHEAR WRENCH 5/8"-7/8" ELECTRIC          | \$ 109   | \$ 240   | \$ 554    |
| 190               | 5015  | SHEAR WRENCH 3/4"-1" ELECTRIC            | \$ 162   | \$ 388   | \$ 872    |
| 190               | 5020  | SHEAR WRENCH 3/4"-1 1/8" ELECTRIC        | \$ 182   | \$ 429   | \$ 974    |
| 200               | 6     | PUNCH SET HYDRAULIC 25-35 TON            | \$ 202   | \$ 449   | \$ 1,069  |
| 200               | 12    | CABLE PULLER TUGGER 6500# ELECTRIC       | \$ 302   | \$ 671   | \$ 1,721  |

|     |      |                                          |        |          |          |
|-----|------|------------------------------------------|--------|----------|----------|
| 200 | 16   | CABLE PULLER TUGGER 4000# ELECTRIC       | \$ 166 | \$ 368   | \$ 870   |
| 200 | 18   | CABLE PULLER TUGGER 2000# ELECTRIC       | \$ 109 | \$ 225   | \$ 550   |
| 200 | 1050 | PIPE BENDER HYDRAULIC 2 1/2"-4"          | \$ 496 | \$ 1,090 | \$ 2,596 |
| 200 | 1055 | PIPE BENDER HYD 1/2"-2" WITH HAND PUMP   | \$ 90  | \$ 201   | \$ 473   |
| 200 | 1150 | PIPE BENDER TABLE 881                    | \$ 78  | \$ 183   | \$ 435   |
| 200 | 1200 | PIPE BENDER ELECTRIC 1/2"-2"             | \$ 227 | \$ 506   | \$ 1,203 |
| 200 | 5070 | CABLE PULLER TUGGER FLOOR MOUNT          | \$ 15  | \$ 33    | \$ 75    |
| 200 | 5100 | CABLE PULLER TUGGER 10000# ELECTRIC      | \$ 407 | \$ 863   | \$ 2,094 |
| 200 | 5107 | TUGGER REEL STAND 22"-54"                | \$ 41  | \$ 92    | \$ 221   |
| 200 | 6100 | PIPE BENDER PVC HEATER 1/2"-4"           | \$ 48  | \$ 106   | \$ 253   |
| 200 | 6200 | PIPE BENDER PVC HEATER 1"-6"             | \$ 64  | \$ 148   | \$ 344   |
| 200 | 7654 | PUNCH KNOCKOUT SET CORDLESS              | \$ 81  | \$ 183   | \$ 408   |
| 200 | 7870 | PIPE BENDER ELECTRIC 1/2" TO 1-1/8" TUBE | \$ 142 | \$ 317   | \$ 755   |
| 210 | 4604 | RAM HYDRAULIC 5 TON 1" STROKE            | \$ 16  | \$ 36    | \$ 85    |
| 210 | 4607 | RAM HYDRAULIC 5 TON 5" STROKE            | \$ 17  | \$ 39    | \$ 88    |
| 210 | 4620 | RAM HYDRAULIC 10 TON 1" STROKE           | \$ 18  | \$ 43    | \$ 100   |
| 210 | 4630 | RAM HYDRAULIC 10 TON 6.13" STROKE        | \$ 22  | \$ 49    | \$ 116   |
| 210 | 4645 | RAM HYDRAULIC 15 TON 2" STROKE           | \$ 23  | \$ 52    | \$ 125   |
| 210 | 4650 | RAM HYDRAULIC 15 TON 4" STROKE           | \$ 26  | \$ 58    | \$ 139   |
| 210 | 4705 | RAM HYDRAULIC 50 TON 0.63" STROKE        | \$ 43  | \$ 100   | \$ 231   |
| 210 | 4715 | RAM HYDRAULIC 55 TON 4.25" STROKE        | \$ 56  | \$ 126   | \$ 299   |
| 210 | 4720 | RAM HYDRAULIC 60 TON 3" STROKE HOLLOW    | \$ 102 | \$ 228   | \$ 544   |
| 210 | 4740 | RAM HYDRAULIC 100 TON 2" STROKE          | \$ 102 | \$ 228   | \$ 534   |
| 210 | 5190 | MAINTENANCE SET HYDRAULIC 10-25 TON      | \$ 90  | \$ 207   | \$ 516   |
| 210 | 5315 | RAM HYDRAULIC 150 TON 2" STROKE          | \$ 144 | \$ 321   | \$ 716   |
| 210 | 5335 | PUMP HYD HAND 10K PSI 100-300 CUBIC INCH | \$ 37  | \$ 84    | \$ 199   |
| 210 | 5345 | PUMP HYD HAND 10K PSI DOUBLE ACTION      | \$ 189 | \$ 419   | \$ 997   |
| 260 | 1800 | CHAIN HOIST ELECTRIC 1000LB              | \$ 114 | \$ 239   | \$ 586   |
| 260 | 1805 | CHAIN HOIST ELECTRIC 2000LB              | \$ 133 | \$ 297   | \$ 710   |
| 260 | 1810 | CHAIN HOIST ELECTRIC 2000/4000           | \$ 170 | \$ 380   | \$ 906   |
| 260 | 1818 | CHAIN HOIST ELECTRIC 10,000LB 230/460    | \$ 258 | \$ 584   | \$ 1,388 |
| 260 | 1860 | CHAIN HOIST MANUAL 4,000LB               | \$ 56  | \$ 127   | \$ 302   |
| 260 | 1865 | CHAIN HOIST MANUAL 6,000LB               | \$ 71  | \$ 156   | \$ 374   |
| 260 | 1870 | CHAIN HOIST MANUAL 10,000LB              | \$ 94  | \$ 212   | \$ 506   |
| 260 | 2967 | COME-A-LONG 4000LB                       | \$ 30  | \$ 68    | \$ 163   |
| 260 | 2975 | COME-A-LONG 18000LB                      | \$ 91  | \$ 192   | \$ 458   |
| 260 | 3005 | COME-A-LONG 1500LB                       | \$ 22  | \$ 50    | \$ 114   |
| 260 | 3015 | COME-A-LONG 3000LB                       | \$ 29  | \$ 72    | \$ 170   |
| 260 | 9910 | TIE-DOWN CHAIN - 20 FT                   | \$ 2   | \$ 7     | \$ 13    |
| 260 | 9920 | CHAIN BINDER                             | \$ 2   | \$ 7     | \$ 13    |
| 290 | 9475 | LADDER STEP 16'                          | \$ 67  | \$ 204   | \$ 341   |
| 290 | 9480 | LADDER STEP 16' FIBERGLASS               | \$ 67  | \$ 204   | \$ 341   |
| 500 | 1175 | PIPE CUTTER HINGED 4"-6"                 | \$ 46  | \$ 103   | \$ 258   |
| 500 | 1186 | PIPE CUTTER HINGED 8"-12"                | \$ 95  | \$ 216   | \$ 548   |
| 500 | 1196 | PIPE CUTTER ROTARY 10"-14"               | \$ 126 | \$ 317   | \$ 756   |
| 500 | 1351 | PIPE WRENCH 48" BULK                     | \$ 18  | \$ 38    | \$ 91    |
| 500 | 1355 | PIPE WRENCH 60"                          | \$ 23  | \$ 53    | \$ 127   |
| 500 | 1510 | PIPE THREADER 700 HANDHELD ELECTRIC      | \$ 61  | \$ 137   | \$ 324   |
| 500 | 1512 | PIPE THREADER 1/2"-2" 535 POWERED        | \$ 125 | \$ 318   | \$ 778   |

| 500                                          | 1515         | PIPE THREADER 1/2"-2" 300 POWERED       | \$ 125     | \$ 335      | \$ 825       |
|----------------------------------------------|--------------|-----------------------------------------|------------|-------------|--------------|
| 500                                          | 1527         | PIPE THREADER 1/2"-4" 1224 POWERED      | \$ 204     | \$ 511      | \$ 1,277     |
| 500                                          | 1685         | PLUG HOSE ROPE 20' WITH GAUGE           | \$ 19      | \$ 41       | \$ 98        |
| 500                                          | 1820         | PIPE JACK STAND                         | \$ 10      | \$ 23       | \$ 53        |
| 800                                          | 1255         | BIT CARBIDE MISCELLANEOUS SIZE          | \$ 14      | \$ 40       | \$ 78        |
| 800                                          | 1350         | BIT SDS MAX 1 1/2" X 18"                | \$ 14      | \$ 52       | \$ 118       |
| 800                                          | 2330         | BLADE TILE STRIPPING DEMO/ROTARY HAMMER | \$ 33      | \$ 84       | \$ 192       |
| 800                                          | 3000         | EXTENSION CORD 10/3 50' UG              | \$ 7       | \$ 12       | \$ 30        |
| 800                                          | 3018         | EXTENSION CORD 12/3 10'                 | \$ 16      | \$ 31       | \$ 53        |
| 800                                          | 3025         | EXTENSION CORD 12/3 50' 110V            | \$ 5       | \$ 11       | \$ 27        |
| 800                                          | 3075         | EXTENSION CORD 12/3 100' 110V           | \$ 7       | \$ 14       | \$ 33        |
| 800                                          | 3105         | EXTENSION CORD 50' 120V                 | \$ 5       | \$ 16       | \$ 34        |
| 800                                          | 3325         | BOX TEMPOWER GFI DISTRIBUTION           | \$ 28      | \$ 77       | \$ 171       |
| 800                                          | 3650         | PIGTAIL MALE UG TO FEMALE TWIST LOCK    | \$ 5       | \$ 12       | \$ 25        |
| 800                                          | 3750         | CORD TEMPOWER 6/4 50'                   | \$ 48      | \$ 93       | \$ 192       |
| 800                                          | 3775         | CORD TEMPOWER 6/4 100'                  | \$ 28      | \$ 74       | \$ 168       |
| 800                                          | 4375         | LOCATOR PIPE AND CABLE                  | \$ 119     | \$ 266      | \$ 634       |
| 850                                          | 2473         | CRIMPER PIPE PRESS RINGS XL             | \$ 163     | \$ 362      | \$ 861       |
| 850                                          | 6050         | BRAKE ALUMINUM SIDING                   | \$ 91      | \$ 232      | \$ 489       |
| 850                                          | 7095         | CRIMPER PIPE CORDLESS                   | \$ 231     | \$ 512      | \$ 1,220     |
| 900                                          | 930          | SPREADER HYDRAULIC SAND/SALT            | \$ 116     | \$ 329      | \$ 726       |
| <b>Mobile Storage &amp; Office Solutions</b> |              |                                         |            |             |              |
| <b>Cat</b>                                   | <b>Class</b> | <b>Description</b>                      | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 550                                          | 10           | PADLOCK FOR STORAGE CONTAINER           | \$ 9       | \$ 9        | \$ 9         |
| 921                                          | 60           | CONTAINER 8X20X8'6"                     | \$ 145     | \$ 145      | \$ 145       |
| 921                                          | 61           | CONTAINER 8X20X8'6" PV3                 | \$ 165     | \$ 165      | \$ 165       |
| 921                                          | 63           | CONTAINER 8X20X8'6" SOLAR               | \$ 165     | \$ 165      | \$ 165       |
| 921                                          | 120          | CONTAINER 8X20X8'6" DBLE DOOR           | \$ 165     | \$ 165      | \$ 165       |
| 921                                          | 180          | CONTAINER 8X40X8'6"                     | \$ 185     | \$ 185      | \$ 185       |
| 921                                          | 181          | CONTAINER 8X40X8'6" PV3                 | \$ 205     | \$ 205      | \$ 205       |
| 921                                          | 220          | CONTAINER 8X40X8'6" DBLE DOOR           | \$ 205     | \$ 205      | \$ 205       |
| 921                                          | 183          | CONTAINER 8X40X8'6" SOLAR               | \$ 205     | \$ 205      | \$ 205       |
| 921                                          | 401          | CONTAINER RAMPS                         | \$ 80      | \$ 80       | \$ 80        |
| 922                                          | 30           | OFFICE TRAILER 10X40 W/RR               | \$ 850     | \$ 850      | \$ 850       |
| 922                                          | 40           | OFFICE TRAILER 10X40 NO RR              | \$ 800     | \$ 800      | \$ 800       |
| 922                                          | 70           | OFFICE TRAILER 10X50 W/RR               | \$ 950     | \$ 950      | \$ 950       |
| 922                                          | 80           | OFFICE TRAILER 10X50 NO RR              | \$ 900     | \$ 900      | \$ 900       |
| 922                                          | 90           | OFFICE TRAILER 12X60 W/RR               | \$ 1,350   | \$ 1,350    | \$ 1,350     |
| 922                                          | 100          | OFFICE TRAILER 12X60 NO RR              | \$ 1,250   | \$ 1,250    | \$ 1,250     |
| 923                                          | 10           | MODULAR BLDG 24X60 W/1-RR               | \$ 2,450   | \$ 2,450    | \$ 2,450     |
| 923                                          | 30           | MODULAR BLDG 24X60 NO RR                | \$ 2,350   | \$ 2,350    | \$ 2,350     |
| 923                                          | 1000         | MODULAR BUILDING STEPS                  | \$ 50      | \$ 50       | \$ 50        |
| 924                                          | 20           | GLO/OFFICE CONTAINER 8X20X8'6"          | \$ 575     | \$ 575      | \$ 575       |
| 924                                          | 40           | GLO/OFFICE CONTAINER 8X20X8'6" OFF/STOR | \$ 525     | \$ 525      | \$ 525       |
| 924                                          | 60           | GLO/OFFICE CONTAINER 8X40X9'6"          | \$ 825     | \$ 825      | \$ 825       |
| 924                                          | 110          | GLO/OFFICE CONTAINER 8X40X8'6" OFF/STOR | \$ 675     | \$ 675      | \$ 675       |
| 924                                          | 80           | GLO/OFFICE CONTAINER 8X40X9'6" G3 W/RR  | \$ 925     | \$ 925      | \$ 925       |
| 924                                          | 203          | CHAIR MAT                               | \$ 13      | \$ 13       | \$ 13        |
| 924                                          | 204          | WHITEBOARD AND MARKERS                  | \$ 25      | \$ 25       | \$ 25        |

|                                                                                                           |              |                                            |            |             |              |
|-----------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------|------------|-------------|--------------|
| 924                                                                                                       | 402          | SECURITY LIGHTING                          | \$ 55      | \$ 55       | \$ 55        |
| 924                                                                                                       | 201          | NA-REFRIGERATOR                            | \$ 65      | \$ 65       | \$ 65        |
| 924                                                                                                       | 202          | CAN TRASH 1213 GALLON                      | \$ 10      | \$ 10       | \$ 10        |
| 675                                                                                                       | 9110         | SHELVING PORTABLE MOBILE                   | \$ 30      | \$ 30       | \$ 30        |
| 675                                                                                                       | 2144         | BASE PLATE SWIVEL GALVANIZED               | \$ 18      | \$ 43       | \$ 91        |
| 675                                                                                                       | 4330         | BASE PLATE                                 | \$ 19      | \$ 32       | \$ 95        |
| 675                                                                                                       | 7640         | LOCKING PIN                                | \$ 3       | \$ 4        | \$ 5         |
| 375                                                                                                       | 6            | CHAIRS FOLDING                             | \$ 11      | \$ 11       | \$ 11        |
| 375                                                                                                       | 2600         | TABLE BANQUET 6'                           | \$ 25      | \$ 25       | \$ 25        |
| 375                                                                                                       | 1600         | UPHOLSTERED CHAIR                          | \$ 45      | \$ 45       | \$ 45        |
| 375                                                                                                       | 1010         | DESK WITH DRAWERS                          | \$ 65      | \$ 65       | \$ 65        |
| 400                                                                                                       | 6490         | POT COFFEE 12 CUP                          | \$ 10      | \$ 10       | \$ 10        |
| 400                                                                                                       | 8114         | OVEN MICROWAVE                             | \$ 25      | \$ 25       | \$ 25        |
| <b>Pressure Washers</b>                                                                                   |              |                                            |            |             |              |
| <b>Cat</b>                                                                                                | <b>Class</b> | <b>Description</b>                         | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 350                                                                                                       | 1            | PRESSURE WASHER 4000 PSI                   | \$ 146     | \$ 445      | \$ 924       |
| 350                                                                                                       | 2350         | PAINT SPRAYER .5-.75 GPM AIRLESS           | \$ 99      | \$ 286      | \$ 810       |
| 350                                                                                                       | 3025         | PRESSURE WASHER HOT ELECTRIC               | \$ 169     | \$ 484      | \$ 1,083     |
| 350                                                                                                       | 3050         | PRESSURE WASHER HOT GAS                    | \$ 189     | \$ 564      | \$ 1,254     |
| 350                                                                                                       | 3175         | PRESSURE WASHER GAS 2500 PSI               | \$ 122     | \$ 293      | \$ 740       |
| 350                                                                                                       | 3177         | PRESSURE WASHER GAS 2700 PSI               | \$ 126     | \$ 310      | \$ 769       |
| 350                                                                                                       | 3200         | PRESSURE WASHER GAS 3000 PSI               | \$ 133     | \$ 363      | \$ 906       |
| 350                                                                                                       | 3210         | PRESSURE WASHER 3000 PSI ON TRAILER        | \$ 330     | \$ 1,076    | \$ 2,429     |
| 350                                                                                                       | 3215         | PRESSURE WASHER 3500 PSI ON TRAILER        | \$ 356     | \$ 1,167    | \$ 2,733     |
| 350                                                                                                       | 3220         | PRESSURE WASHER GAS 3500 PSI               | \$ 139     | \$ 347      | \$ 865       |
| 350                                                                                                       | 3224         | PRESSURE WASHER 5000 PSI                   | \$ 117     | \$ 465      | \$ 1,369     |
| 350                                                                                                       | 3250         | PRESSURE WASHER HOSE 50' EXTENSION         | \$ 18      | \$ 42       | \$ 74        |
| 350                                                                                                       | 3300         | PRESSURE WASHER HYDRO SCRUBBER             | \$ 48      | \$ 148      | \$ 312       |
| <b>Pumps, Hoses and Accessories, Tanks, Filtration Systems and Containment Products (Fluid Solutions)</b> |              |                                            |            |             |              |
| <b>Cat</b>                                                                                                | <b>Class</b> | <b>Description</b>                         | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 500                                                                                                       | 880          | PIPE FUSION MACHINE 1/2"-2"                | \$ 80      | \$ 180      | \$ 512       |
| 500                                                                                                       | 882          | PIPE FUSION MACHINE 2" - 8"                | \$ 298     | \$ 731      | \$ 1,629     |
| 500                                                                                                       | 883          | PIPE FUSION MACHINE 1"-4"                  | \$ 176     | \$ 372      | \$ 930       |
| 500                                                                                                       | 884          | PIPE FUSION MACHINE 2" - 6"                | \$ 221     | \$ 490      | \$ 1,169     |
| 500                                                                                                       | 885          | PIPE FUSION MACHINE 6" - 18" TRACK         | \$ 1,119   | \$ 2,561    | \$ 6,094     |
| 500                                                                                                       | 886          | PIPE FUSION MACHINE 6" - 18" ROLLING       | \$ 968     | \$ 2,251    | \$ 5,262     |
| 500                                                                                                       | 887          | PIPE FUSION MACHINE 4" - 12" ROLLING       | \$ 535     | \$ 1,190    | \$ 2,834     |
| 500                                                                                                       | 888          | PIPE FUSION MACHINE 4" - 12" TRACK         | \$ 678     | \$ 1,579    | \$ 3,588     |
| 520                                                                                                       | 1001         | PUMP 4" SELF PRIME - DIESEL                | \$ 204     | \$ 612      | \$ 1,838     |
| 520                                                                                                       | 1002         | PUMP 4" VENTURI PRIME - DIESEL             | \$ 204     | \$ 612      | \$ 1,838     |
| 520                                                                                                       | 1003         | PUMP 4" VAC ASSIST - DIESEL                | \$ 204     | \$ 612      | \$ 1,838     |
| 520                                                                                                       | 1005         | PUMP 4" DBA-SILENCER VAC ASSIST - DIESEL   | \$ 260     | \$ 782      | \$ 2,055     |
| 520                                                                                                       | 1008         | PUMP 4" DBA-TMSN JSV (OVT) PRIME HH - DI   | \$ 246     | \$ 738      | \$ 2,214     |
| 520                                                                                                       | 1020         | PUMP 4" SELF PRIME - ELECTRIC              | \$ 243     | \$ 728      | \$ 2,185     |
| 520                                                                                                       | 1022         | MODEL 4JC PUMP 4" VAC ASSIST - ELECTRIC    | \$ 243     | \$ 728      | \$ 2,185     |
| 520                                                                                                       | 1026         | MODEL 4TSV PUMP 4" TMSN JSV (OVT) PRIME HH | \$ 288     | \$ 863      | \$ 2,587     |
| 520                                                                                                       | 2            | PUMP 3" VENTURI PRIME - DIESEL             | \$ 180     | \$ 539      | \$ 1,617     |
| 520                                                                                                       | 20           | PUMP 3" SELF PRIME - ELECTRIC              | \$ 242     | \$ 717      | \$ 2,293     |
| 520                                                                                                       | 2001         | PUMP 6" SELF PRIME - DIESEL                | \$ 239     | \$ 729      | \$ 2,159     |



|     |      |                                              |          |          |           |
|-----|------|----------------------------------------------|----------|----------|-----------|
| 520 | 2002 | PUMP 6" VENTURI PRIME - DIESEL               | \$ 239   | \$ 719   | \$ 2,159  |
| 520 | 2003 | PUMP 6" VAC ASSIST - DIESEL                  | \$ 239   | \$ 719   | \$ 2,159  |
| 520 | 2005 | PUMP 6" DBA-SILENCER VAC ASSIST - DIESEL     | \$ 306   | \$ 991   | \$ 2,848  |
| 520 | 2008 | PUMP 6" SUPER VAC ASSIST - DIESEL            | \$ 306   | \$ 920   | \$ 2,762  |
| 520 | 2014 | PUMP 6" SS VAC ASSIST - DIESEL               | \$ 847   | \$ 1,700 | \$ 5,287  |
| 520 | 2017 | PUMP 6" SS SUPER VAC ASSIST - DIESEL         | \$ 985   | \$ 1,957 | \$ 6,091  |
| 520 | 2021 | PUMP 6" VENTURI PRIME - ELECTRIC             | \$ 289   | \$ 869   | \$ 2,606  |
| 520 | 2022 | PUMP 6" VAC ASSIST - ELECTRIC                | \$ 289   | \$ 869   | \$ 2,606  |
| 520 | 2028 | PUMP 6" SUPER VAC ASSIST - ELECTRIC          | \$ 322   | \$ 967   | \$ 2,902  |
| 520 | 2029 | PUMP 6" DBA-TMSN JSC ENV PRIME HH - DIES     | \$ 294   | \$ 882   | \$ 2,674  |
| 520 | 2036 | MODEL 6JB HAND PUMP 6" TMSN J HAND PRIME JET | \$ 354   | \$ 1,060 | \$ 3,179  |
| 520 | 2041 | PUMP 6" TMSN JSC ENV PRIME OT - DIESEL       | \$ 328   | \$ 841   | \$ 2,436  |
| 520 | 2043 | PUMP 6" TMSN JSC ENV PRIME HH - DIESEL       | \$ 328   | \$ 891   | \$ 2,588  |
| 520 | 2046 | PUMP 6" TMSN JSV (OVT) PRIME OT - DIESEL     | \$ 285   | \$ 856   | \$ 1,944  |
| 520 | 2047 | PUMP 6" TMSN JSV (OVT) PRIME HH - DIESEL     | \$ 239   | \$ 729   | \$ 1,944  |
| 520 | 3002 | PUMP 8" VENTURI PRIME - DIESEL               | \$ 336   | \$ 1,008 | \$ 3,026  |
| 520 | 3005 | PUMP 8" DBA-SILENCER VAC ASSIST - DIESEL     | \$ 383   | \$ 1,148 | \$ 3,445  |
| 520 | 3006 | PUMP 8" DBA-VAC ASSIST CUTTER - DIESEL       | \$ 485   | \$ 1,456 | \$ 3,970  |
| 520 | 3007 | PUMP 8" SUPER VENTURI PRIME - DIESEL         | \$ 336   | \$ 1,008 | \$ 3,026  |
| 520 | 3008 | PUMP 8" SUPER VAC ASSIST - DIESEL            | \$ 336   | \$ 1,008 | \$ 3,026  |
| 520 | 3009 | PUMP 8" DBA-SILENCER SUPER VACASSIST-DSL     | \$ 353   | \$ 1,058 | \$ 3,175  |
| 520 | 3011 | PUMP 8" DBA-TMSN JSC ENV PRIME HH - DIES     | \$ 352   | \$ 1,057 | \$ 3,017  |
| 520 | 3018 | PUMP 8" TMSN JSC ENV PRIME HH - DIESEL       | \$ 363   | \$ 1,089 | \$ 3,105  |
| 520 | 3022 | MODEL 8JC PUMP 8" VAC ASSIST - ELECTRIC      | \$ 419   | \$ 1,258 | \$ 3,771  |
| 520 | 3028 | PUMP 8" SUPER VAC ASSIST - ELECTRIC          | \$ 497   | \$ 1,460 | \$ 4,198  |
| 520 | 4000 | PUMP 12" TMSN JSC ENV PRIME HH - DIESEL      | \$ 681   | \$ 1,854 | \$ 4,808  |
| 520 | 4001 | PUMP 12" DBA-TMSN JSC ENV PRIME HH - DIE     | \$ 711   | \$ 1,916 | \$ 5,410  |
| 520 | 4005 | PUMP 12" DBA-SILENCER VAC ASSIST - DSL       | \$ 1,138 | \$ 2,613 | \$ 8,131  |
| 520 | 4007 | PUMP 12" DBA-VAC ASSIST CUTTER - DIESEL      | \$ 1,123 | \$ 2,247 | \$ 6,239  |
| 520 | 4008 | PUMP 12" SUPERVAC ASSIST - DIESEL            | \$ 928   | \$ 1,856 | \$ 5,136  |
| 520 | 4009 | PUMP 12"DBA-SILNCER SUPER VAC ASSIST-DSL     | \$ 1,049 | \$ 2,408 | \$ 5,635  |
| 520 | 4026 | PUMP 12" DBA-TMSN ROTARY WELLPOINT - DIE     | \$ 561   | \$ 1,123 | \$ 3,202  |
| 520 | 4027 | MODEL 12JS PUMP 12" TMSN JSV (OVT) PRIME HH  | \$ 599   | \$ 1,796 | \$ 5,388  |
| 520 | 5003 | PUMP 14" VAC ASSIST - DIESEL                 | \$ 1,097 | \$ 2,194 | \$ 6,583  |
| 520 | 6000 | MODEL 18JS PUMP 18" TMSN JSC ENV PRIME HH    | \$ 1,356 | \$ 4,071 | \$ 12,213 |
| 520 | 6001 | PUMP 18" DBA-TMSN JSC ENV PRIME HH - DIE     | \$ 1,248 | \$ 2,496 | \$ 7,118  |
| 520 | 6002 | PUMP 18" TMSN JSV (OVT) PRIME HH - DIESE     | \$ 1,264 | \$ 2,984 | \$ 8,200  |
| 520 | 6005 | PUMP 18" DBA-SILENCER VAC ASSIST - DSL       | \$ 3,633 | \$ 4,151 | \$ 12,074 |
| 520 | 6008 | PUMP 18" SUPER VAC ASSIST - DIESEL           | \$ 3,405 | \$ 3,754 | \$ 11,145 |
| 520 | 6022 | PUMP 18" SUPER VAC ASSIST - ELECTRIC         | \$ 2,369 | \$ 4,646 | \$ 14,458 |
| 520 | 8022 | PUMP 3X2 VAC ASSIST - ELECTRIC               | \$ 643   | \$ 1,262 | \$ 3,929  |
| 520 | 8120 | PUMP 4X2 STANDARD CENTRIFUGAL - ELECTRIC     | \$ 1,110 | \$ 2,137 | \$ 6,651  |
| 520 | 8207 | PUMP 4X3 SUPER VENTURI PRIME - DIESEL        | \$ 1,186 | \$ 2,173 | \$ 6,818  |
| 520 | 8208 | PUMP 4X3 SUPER VAC ASSIST - DIESEL           | \$ 1,287 | \$ 2,358 | \$ 7,398  |
| 520 | 8303 | PUMP 5X3 VAC ASSIST - DIESEL                 | \$ 531   | \$ 1,062 | \$ 3,188  |
| 520 | 8402 | PUMP 6X3 VENTURI PRIME - DIESEL              | \$ 423   | \$ 1,291 | \$ 3,804  |
| 520 | 8403 | PUMP 6X3 VAC ASSIST - DIESEL                 | \$ 459   | \$ 1,401 | \$ 4,127  |
| 520 | 8414 | PUMP 6X3 SS VAC ASSIST - DIESEL              | \$ 784   | \$ 1,568 | \$ 4,471  |
| 520 | 8432 | PUMP 6X3 VENTURI PRIME-DSL/180G FUELSKID     | \$ 1,076 | \$ 2,106 | \$ 6,452  |

|     |      |                                          |          |           |           |
|-----|------|------------------------------------------|----------|-----------|-----------|
| 520 | 8501 | PUMP 6X4 SUPER VENTURI PRIME - DIESEL    | \$ 1,145 | \$ 2,607  | \$ 7,452  |
| 520 | 8503 | PUMP 6X4 VAC ASSIST - DIESEL             | \$ 868   | \$ 1,965  | \$ 6,358  |
| 520 | 8508 | PUMP 6X4 SUPER VAC ASSIST - DIESEL       | \$ 1,242 | \$ 2,829  | \$ 8,085  |
| 520 | 8509 | PUMP 6X4 DBA-SILNCER SUPER VACASSIST-DSL | \$ 1,080 | \$ 2,161  | \$ 6,344  |
| 520 | 8602 | PUMP 8X6 VENTURI PRIME - DIESEL          | \$ 679   | \$ 1,851  | \$ 4,453  |
| 520 | 8603 | PUMP 8X6 VAC ASSIST - DIESEL             | \$ 948   | \$ 1,896  | \$ 5,688  |
| 520 | 8607 | PUMP 8X6 SUPER VENTURI PRIME - DIESEL    | \$ 1,791 | \$ 4,067  | \$ 12,455 |
| 520 | 8608 | PUMP 8X6 SUPER VAC ASSIST - DIESEL       | \$ 1,651 | \$ 3,748  | \$ 10,103 |
| 520 | 8609 | PUMP 8X6 DBA-SILNCER SUPER VACASSIST-DSL | \$ 1,401 | \$ 3,964  | \$ 11,517 |
| 520 | 8702 | PUMP 10X8 VENTURI PRIME - DIESEL         | \$ 973   | \$ 2,867  | \$ 8,359  |
| 520 | 8703 | PUMP 10X8 VAC ASSIST - DIESEL            | \$ 973   | \$ 2,867  | \$ 8,359  |
| 520 | 8704 | PUMP 10X8 DBA-SILENCER VENTURI PRIME-DSL | \$ 1,776 | \$ 3,773  | \$ 11,741 |
| 520 | 8705 | PUMP 10X8 DBA-SILENCER VAC ASSIST-DIESEL | \$ 1,485 | \$ 4,086  | \$ 11,641 |
| 520 | 8708 | PUMP 10X8 SUPER VAC ASSIST - DIESEL      | \$ 1,062 | \$ 3,343  | \$ 10,030 |
| 520 | 8714 | PUMP 10X8 SS VAC ASSIST - DIESEL         | \$ 1,951 | \$ 4,006  | \$ 11,891 |
| 520 | 8722 | PUMP 10X8 VAC ASSIST - ELECTRIC          | \$ 1,719 | \$ 3,416  | \$ 10,525 |
| 520 | 8903 | PUMP 12X8 VAC ASSIST - DIESEL            | \$ 2,391 | \$ 4,454  | \$ 13,861 |
| 520 | 9020 | PUMP 1" TO 1.5" AOD - ALUMINUM           | \$ 100   | \$ 310    | \$ 929    |
| 520 | 9022 | PUMP 1" TO 1.5" AOD - STAINLESS          | \$ 117   | \$ 334    | \$ 1,004  |
| 520 | 9023 | PUMP 1" TO 1.5" AOD - POLY               | \$ 111   | \$ 334    | \$ 994    |
| 520 | 9030 | PUMP 2" AOD - ALUMINUM                   | \$ 109   | \$ 319    | \$ 929    |
| 520 | 9031 | PUMP 2" AOD - CAST IRON                  | \$ 114   | \$ 275    | \$ 710    |
| 520 | 9032 | PUMP 2" AOD - STAINLESS                  | \$ 112   | \$ 334    | \$ 1,004  |
| 520 | 9033 | PUMP 2" AOD - POLY                       | \$ 115   | \$ 334    | \$ 1,004  |
| 520 | 9040 | PUMP 3" AOD - ALUMINUM                   | \$ 106   | \$ 334    | \$ 1,004  |
| 520 | 9042 | PUMP 3" AOD - STAINLESS                  | \$ 167   | \$ 501    | \$ 1,505  |
| 520 | 9043 | PUMP 3" AOD - POLY                       | \$ 315   | \$ 627    | \$ 1,954  |
| 520 | 9130 | PUMP 2" DEWATERING                       | \$ 51    | \$ 123    | \$ 371    |
| 520 | 9136 | PUMP 2" DIAPHRAGM ELECTRIC               | \$ 51    | \$ 123    | \$ 371    |
| 520 | 9140 | PUMP 3" DEWATERING                       | \$ 60    | \$ 181    | \$ 557    |
| 520 | 9145 | PUMP 3" DIAPHRAGM                        | \$ 97    | \$ 273    | \$ 595    |
| 520 | 9230 | PUMP 2" TRASH                            | \$ 51    | \$ 123    | \$ 371    |
| 520 | 9240 | PUMP 3" TRASH                            | \$ 60    | \$ 181    | \$ 541    |
| 520 | 9250 | PUMP 4" TRASH                            | \$ 78    | \$ 233    | \$ 687    |
| 520 | 9400 | PUMP 4" SLUDGEMASTER (TRAILER MOUNTED)   | \$ 1,167 | \$ 3,438  | \$ 10,508 |
| 520 | 9541 | 3" HYDRAULIC PUMP HEAD - CAST IRON       | \$ 177   | \$ 482    | \$ 1,060  |
| 520 | 9550 | 4" HYDRAULIC PUMP HEAD - VORTEX          | \$ 220   | \$ 420    | \$ 1,307  |
| 520 | 9551 | 4" HYDRAULIC PUMP HEAD - CAST IRON       | \$ 112   | \$ 332    | \$ 994    |
| 520 | 9552 | 4" HYDRAULIC PUMP HEAD - STAINLESS       | \$ 112   | \$ 332    | \$ 994    |
| 520 | 9554 | 4" HYDRAULIC PUMP HEAD - SLURRYGATE      | \$ 111   | \$ 332    | \$ 994    |
| 520 | 9561 | 6" HYDRAULIC PUMP HEAD - CAST IRON       | \$ 132   | \$ 397    | \$ 1,191  |
| 520 | 9564 | 6" HYDRAULIC PUMP HEAD - SLURRYGATE      | \$ 127   | \$ 382    | \$ 1,146  |
| 520 | 9571 | 8" HYDRAULIC PUMP HEAD - CAST IRON       | \$ 163   | \$ 487    | \$ 1,461  |
| 520 | 9573 | 8" TMSN HYDRAULIC PUMP HEAD - 80HST      | \$ 230   | \$ 285    | \$ 921    |
| 520 | 9581 | 12" HYDRAULIC PUMP HEAD - CAST IRON      | \$ 212   | \$ 656    | \$ 1,968  |
| 520 | 9650 | 6X5 DIESEL PUMP - MULTI STAGE HORIZONTAL | \$ 6,873 | \$ 15,852 | \$ 45,772 |
| 520 | 9701 | 8KW SUBMERSIBLE POWER UNIT               | \$ 192   | \$ 511    | \$ 1,592  |
| 520 | 9702 | 20KW SUBMERSIBLE POWER UNIT              | \$ 319   | \$ 774    | \$ 2,407  |
| 520 | 9706 | 25HP HYDRAULIC POWER UNIT                | \$ 281   | \$ 764    | \$ 2,267  |

|     |      |                                                 |          |          |           |
|-----|------|-------------------------------------------------|----------|----------|-----------|
| 520 | 9707 | 10HP HYDRAULIC POWER UNIT                       | \$ 155   | \$ 494   | \$ 1,144  |
| 520 | 9708 | 65HP HYDRAULIC POWER UNIT                       | \$ 362   | \$ 907   | \$ 2,601  |
| 520 | 9709 | 150HP HYDRAULIC POWER UNIT                      | \$ 543   | \$ 1,038 | \$ 3,662  |
| 520 | 9714 | 74HP TMSN 32HPU HYDRAULIC POWER UNIT            | \$ 195   | \$ 521   | \$ 1,459  |
| 520 | 9830 | PUMP 2" ELECTRIC SUBMERSIBLE                    | \$ 63    | \$ 155   | \$ 390    |
| 520 | 9831 | 2" ELECTRIC SUBMERSIBLE TRASH                   | \$ 58    | \$ 173   | \$ 395    |
| 520 | 9840 | PUMP 3" ELECTRIC SUBMERSIBLE                    | \$ 88    | \$ 237   | \$ 556    |
| 520 | 9850 | PUMP 4" ELECTRIC SUBMERSIBLE                    | \$ 152   | \$ 378   | \$ 961    |
| 520 | 9852 | PUMP 4" ELECTRIC SUBMERSIBLE RIG                | \$ 149   | \$ 357   | \$ 1,113  |
| 520 | 9860 | PUMP 6" ELECTRIC SUBMERSIBLE 15-30 HP           | \$ 342   | \$ 859   | \$ 2,150  |
| 520 | 9861 | PUMP 6" ELECTRIC SUBMERSIBLE 31-49HP            | \$ 342   | \$ 828   | \$ 2,175  |
| 520 | 9862 | PUMP 6" MANHOLE SUBMERSIBLE                     | \$ 169   | \$ 394   | \$ 1,624  |
| 520 | 9864 | PUMP 6" ELECTRIC SUBMERSIBLE 50-60 HP           | \$ 576   | \$ 1,247 | \$ 3,882  |
| 520 | 9870 | PUMP 8" ELECTRIC SUBMERSIBLE                    | \$ 500   | \$ 1,228 | \$ 3,131  |
| 520 | 9880 | PUMP 10" ELECTRIC SUBMERSIBLE                   | \$ 634   | \$ 1,584 | \$ 3,922  |
| 520 | 9912 | MODEL 12R ROTARY PUMP 12" TMSN ROTARY WELLPOINT | \$ 395   | \$ 1,186 | \$ 3,557  |
| 520 | 9935 | MODEL 8RW ROTARY PUMP 8" TMSN ROTARY WELLPOINT  | \$ 347   | \$ 1,042 | \$ 3,125  |
| 520 | 9946 | PUMP 8" DBA-TMSN ROTARY WELLPOINT - DIES        | \$ 293   | \$ 880   | \$ 2,642  |
| 520 | 9948 | PUMP 8" ROTARY WELLPOINT - ELECTRIC             | \$ 403   | \$ 767   | \$ 2,389  |
| 520 | 9949 | PUMP 8" ROTARY DBA-WELLPOINT DIESEL             | \$ 483   | \$ 918   | \$ 2,863  |
| 520 | 9950 | PUMP 8" ROTARY WELLPOINT - DIESEL               | \$ 520   | \$ 1,057 | \$ 3,350  |
| 520 | 9951 | PUMP 6" PISTON DBA-WELLPOINT - DIESEL           | \$ 408   | \$ 932   | \$ 2,899  |
| 520 | 9952 | PUMP 8" PISTON DBA-WELLPOINT - DIESEL           | \$ 516   | \$ 1,163 | \$ 3,688  |
| 520 | 9998 | PUMP 4" DOUBLE DIAPHRAGM - DIESEL               | \$ 136   | \$ 405   | \$ 1,214  |
| 523 | 1000 | AUTO DIAL MONITOR SYSTEM                        | \$ 136   | \$ 265   | \$ 822    |
| 523 | 1010 | WIRELESS TELEMETRY MESSENGER SYSTEM             | \$ 136   | \$ 265   | \$ 824    |
| 523 | 1101 | PROP FLOW METERS ALL SIZES                      | \$ 257   | \$ 499   | \$ 1,550  |
| 523 | 1407 | GATE VALVE 6" AND UNDER STAINLESS STEEL         | \$ 27    | \$ 52    | \$ 222    |
| 523 | 1408 | GATE VALVE 8"                                   | \$ 50    | \$ 103   | \$ 322    |
| 523 | 1804 | VALVE BUTTERFLY 4"                              | \$ 22    | \$ 33    | \$ 100    |
| 523 | 1806 | VALVE BUTTERFLY 6"                              | \$ 29    | \$ 47    | \$ 144    |
| 523 | 2001 | STANDALONE PUMP MANIFOLD                        | \$ 945   | \$ 2,019 | \$ 6,288  |
| 523 | 3001 | SUBMERSIBLE PUMP CONTROL PANEL                  | \$ 38    | \$ 75    | \$ 210    |
| 523 | 3005 | PUMP CONTROL PANEL TRANSDUCER                   | \$ 51    | \$ 119   | \$ 316    |
| 523 | 3010 | VFD PANEL - 60HP - 460V - NEMA 3R OR 4          | \$ 625   | \$ 1,373 | \$ 4,191  |
| 523 | 3016 | VFD PANEL - 350HP - 460V - NEMA 3R OR 4         | \$ 1,568 | \$ 3,438 | \$ 10,222 |
| 523 | 3017 | VFD PANEL - 400HP - 460V - NEMA 3R OR 4         | \$ 1,523 | \$ 3,278 | \$ 10,207 |
| 534 | 2020 | HOSE 2X20 PVC SUCTION - CAMLOCK                 | \$ 14    | \$ 48    | \$ 137    |
| 534 | 2110 | HOSE 2X20 STAINLESS - FLANGED                   | \$ 34    | \$ 102   | \$ 308    |
| 534 | 2311 | HOSE 2X20 CHEMICAL - FLANGED (SS)               | \$ 31    | \$ 95    | \$ 285    |
| 534 | 2321 | HOSE 2X20 CHEMICAL - CAMLOCK (SS)               | \$ 31    | \$ 95    | \$ 267    |
| 534 | 2720 | HOSE 2X20 TANK TRUCK - CAMLOCK                  | \$ 24    | \$ 75    | \$ 224    |
| 534 | 2920 | HOSE 2X20 RUBBER SUCTION - CAMLOCK              | \$ 16    | \$ 48    | \$ 142    |
| 534 | 5820 | HOSE 2X50 RUBBER DISCHARGE - CAMLOCK            | \$ 18    | \$ 53    | \$ 161    |
| 534 | 6620 | HOSE 2X50 LAYFLAT DISCHARGE - CAMLOCK           | \$ 16    | \$ 48    | \$ 132    |
| 534 | 6680 | HOSE 2X50 LAYFLAT DISCHARGE - NPT               | \$ 13    | \$ 40    | \$ 78     |
| 535 | 2020 | HOSE 3X20 PVC SUCTION - CAMLOCK                 | \$ 20    | \$ 59    | \$ 177    |
| 535 | 2110 | HOSE 3X20 STAINLESS - FLANGED                   | \$ 48    | \$ 142   | \$ 427    |
| 535 | 2220 | HOSE 3X20 KANAFLEX SUCTION - CAMLOCK            | \$ 17    | \$ 48    | \$ 135    |

|     |      |                                         |        |        |        |
|-----|------|-----------------------------------------|--------|--------|--------|
| 535 | 2311 | HOSE 3X20 CHEMICAL - FLANGED (SS)       | \$ 39  | \$ 117 | \$ 353 |
| 535 | 2321 | HOSE 3X20 CHEMICAL - CAMLOCK (SS)       | \$ 42  | \$ 127 | \$ 356 |
| 535 | 2410 | HOSE 3X20 OSD - FLANGED                 | \$ 42  | \$ 127 | \$ 363 |
| 535 | 2720 | HOSE 3X20 TANK TRUCK - CAMLOCK          | \$ 47  | \$ 110 | \$ 295 |
| 535 | 2920 | HOSE 3X20 RUBBER SUCTION - CAMLOCK      | \$ 21  | \$ 63  | \$ 178 |
| 535 | 3920 | HOSE 3X25 RUBBER SUCTION - CAMLOCK      | \$ 13  | \$ 38  | \$ 89  |
| 535 | 6620 | HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK   | \$ 21  | \$ 63  | \$ 190 |
| 535 | 6680 | HOSE 3X50 LAYFLAT DISCHARGE - NPT       | \$ 17  | \$ 42  | \$ 101 |
| 535 | 6820 | HOSE 3X50 RUBBER DISCHARGE - CAMLOCK    | \$ 24  | \$ 75  | \$ 221 |
| 536 | 1730 | HOSE 4X10 TANK TRUCK - QC               | \$ 9   | \$ 63  | \$ 136 |
| 536 | 1920 | HOSE 4X10 RUBBER SUCTION - CAMLOCK      | \$ 43  | \$ 88  | \$ 276 |
| 536 | 2020 | HOSE 4X20 PVC SUCTION - CAMLOCK         | \$ 29  | \$ 75  | \$ 225 |
| 536 | 2110 | HOSE 4X20 STAINLESS - FLANGED           | \$ 56  | \$ 167 | \$ 513 |
| 536 | 2220 | HOSE 4X20 KANAFLEX SUCTION - CAMLOCK    | \$ 23  | \$ 71  | \$ 214 |
| 536 | 2230 | HOSE 4X20 KANAFLEX SUCTION - QC         | \$ 23  | \$ 71  | \$ 214 |
| 536 | 2311 | HOSE 4X20 CHEMICAL - FLANGED (SS)       | \$ 52  | \$ 156 | \$ 454 |
| 536 | 2321 | HOSE 4X20 CHEMICAL - CAMLOCK (SS)       | \$ 52  | \$ 149 | \$ 445 |
| 536 | 2410 | HOSE 4X20 OSD - FLANGED                 | \$ 52  | \$ 158 | \$ 475 |
| 536 | 2412 | HOSE 4X20 COMPOSITE - FLANGED           | \$ 52  | \$ 122 | \$ 345 |
| 536 | 2710 | HOSE 4X20 TANK TRUCK - FLANGED          | \$ 40  | \$ 119 | \$ 359 |
| 536 | 2720 | HOSE 4X20 TANK TRUCK - CAMLOCK          | \$ 49  | \$ 112 | \$ 312 |
| 536 | 2740 | HOSE 4X20 TANK TRUCK - HAMMER           | \$ 40  | \$ 119 | \$ 357 |
| 536 | 2860 | HOSE 4X20 RUBBER SUCTION - VIC          | \$ 14  | \$ 34  | \$ 117 |
| 536 | 2895 | HOSE 4X20 COMPOSITE DISCHARGE           | \$ 58  | \$ 117 | \$ 352 |
| 536 | 2920 | HOSE 4X20 RUBBER SUCTION - CAMLOCK      | \$ 29  | \$ 78  | \$ 233 |
| 536 | 2930 | HOSE 4X20 RUBBER SUCTION - QC           | \$ 29  | \$ 78  | \$ 233 |
| 536 | 3920 | HOSE 4X25 BLACK WATER SUCTION - CAMLOCK | \$ 22  | \$ 56  | \$ 129 |
| 536 | 6620 | HOSE 4X50 LAYFLAT DISCHARGE - CAMLOCK   | \$ 27  | \$ 75  | \$ 238 |
| 536 | 6630 | HOSE 4X50 LAYFLAT DISCHARGE - QC        | \$ 23  | \$ 47  | \$ 143 |
| 536 | 6820 | HOSE 4X50 RUBBER DISCHARGE - CAMLOCK    | \$ 37  | \$ 80  | \$ 219 |
| 536 | 6830 | HOSE 4X50 RUBBER DISCHARGE - QC         | \$ 53  | \$ 103 | \$ 324 |
| 537 | 1410 | HOSE 6X10 OSD - FLANGED                 | \$ 26  | \$ 50  | \$ 177 |
| 537 | 1920 | HOSE 6X10 RUBBER SUCTION - CAMLOCK      | \$ 29  | \$ 72  | \$ 145 |
| 537 | 2020 | HOSE 6X20 PVC SUCTION - CAMLOCK         | \$ 38  | \$ 88  | \$ 269 |
| 537 | 2110 | HOSE 6X20 STAINLESS - FLANGED           | \$ 76  | \$ 227 | \$ 681 |
| 537 | 2220 | HOSE 6X20 KANAFLEX SUCTION - CAMLOCK    | \$ 43  | \$ 102 | \$ 296 |
| 537 | 2230 | HOSE 6X20 KANAFLEX SUCTION - QC         | \$ 28  | \$ 82  | \$ 247 |
| 537 | 2311 | HOSE 6X20 CHEMICAL - FLANGED (SS)       | \$ 75  | \$ 225 | \$ 674 |
| 537 | 2313 | HOSE 6X20 CHEMICAL - FLANGED (CS)       | \$ 119 | \$ 233 | \$ 725 |
| 537 | 2405 | HOSE 6X20 COMPOSITE OSD - FLANGED       | \$ 118 | \$ 231 | \$ 722 |
| 537 | 2410 | HOSE 6X20 OSD - FLANGED                 | \$ 60  | \$ 201 | \$ 543 |
| 537 | 2720 | HOSE 6X20 TANK TRUCK - CAMLOCK          | \$ 41  | \$ 123 | \$ 369 |
| 537 | 2730 | HOSE 6X20 TANK TRUCK - BAUER            | \$ 86  | \$ 175 | \$ 526 |
| 537 | 2910 | HOSE 6X20 RUBBER SUCTION - FLANGED      | \$ 47  | \$ 125 | \$ 339 |
| 537 | 2920 | HOSE 6X20 RUBBER SUCTION - CAMLOCK      | \$ 38  | \$ 93  | \$ 280 |
| 537 | 2921 | HOSE 6X20 RUBBER SUCTION - CAMLOCK (SS) | \$ 65  | \$ 127 | \$ 394 |
| 537 | 2930 | HOSE 6X20 RUBBER SUCTION - QC           | \$ 58  | \$ 116 | \$ 358 |
| 537 | 2960 | HOSE 6X20 RUBBER SUCTION - VIC          | \$ 26  | \$ 49  | \$ 150 |
| 537 | 3920 | HOSE 6X25 RUBBER SUCTION - CAMLOCK      | \$ 37  | \$ 95  | \$ 231 |



|     |      |                                         |        |          |          |
|-----|------|-----------------------------------------|--------|----------|----------|
| 537 | 6620 | HOSE 6X50 LAYFLAT DISCHARGE - CAMLOCK   | \$ 40  | \$ 105   | \$ 303   |
| 537 | 6630 | HOSE 6X50 LAYFLAT DISCHARGE - QC        | \$ 26  | \$ 78    | \$ 235   |
| 537 | 6820 | HOSE 6X50 RUBBER DISCHARGE - CAMLOCK    | \$ 48  | \$ 106   | \$ 278   |
| 537 | 6830 | HOSE 6X50 RUBBER DISCHARGE - QC         | \$ 34  | \$ 97    | \$ 286   |
| 538 | 1230 | HOSE 8X10 KANAFLEX SUCTION - QC         | \$ 60  | \$ 123   | \$ 352   |
| 538 | 1410 | HOSE 8X10 OSD - FLANGED                 | \$ 52  | \$ 128   | \$ 379   |
| 538 | 2110 | HOSE 8X20 STAINLESS - FLANGED           | \$ 97  | \$ 296   | \$ 908   |
| 538 | 2220 | HOSE 8X20 KANAFLEX SUCTION - CAMLOCK    | \$ 48  | \$ 158   | \$ 442   |
| 538 | 2230 | HOSE 8X20 KANAFLEX SUCTION - QC         | \$ 43  | \$ 95    | \$ 267   |
| 538 | 2405 | HOSE 8X20 COMPOSITE OSD - FLANGED       | \$ 137 | \$ 269   | \$ 837   |
| 538 | 2410 | HOSE 8X20 OSD - FLANGED                 | \$ 106 | \$ 317   | \$ 950   |
| 538 | 2720 | HOSE 8X20 TANK TRUCK - CAMLOCK          | \$ 68  | \$ 205   | \$ 613   |
| 538 | 2730 | HOSE 8X20 TANK TRUCK - BAUER            | \$ 69  | \$ 208   | \$ 626   |
| 538 | 2910 | HOSE 8X20 RUBBER SUCTION - FLANGED      | \$ 76  | \$ 151   | \$ 454   |
| 538 | 2920 | HOSE 8X20 RUBBER SUCTION - CAMLO        | \$ 49  | \$ 146   | \$ 435   |
| 538 | 2930 | HOSE 8X20 RUBBER SUCTION - QC           | \$ 42  | \$ 128   | \$ 383   |
| 538 | 2960 | HOSE 8X20 RUBBER SUCTION - VIC          | \$ 37  | \$ 81    | \$ 263   |
| 538 | 3830 | HOSE 8X25 RUBBER DISCHARGE - BAUER      | \$ 100 | \$ 199   | \$ 611   |
| 538 | 6620 | HOSE 8X50 LAYFLAT DISCHARGE - CAMLOCK   | \$ 34  | \$ 103   | \$ 312   |
| 538 | 6630 | HOSE 8X50 LAYFLAT DISCHARGE - QC        | \$ 49  | \$ 165   | \$ 487   |
| 538 | 6820 | HOSE 8X50 RUBBER DISCHARGE - CAMLOCK    | \$ 62  | \$ 188   | \$ 566   |
| 538 | 6830 | HOSE 8X50 RUBBER DISCHARGE - QC         | \$ 38  | \$ 113   | \$ 342   |
| 538 | 8001 | REEL HOSE DEPLOYMENT SYSTEM             | \$ 622 | \$ 1,203 | \$ 3,231 |
| 539 | 1110 | HOSE 10 X 10 STAINLESS - FLANGED        | \$ 174 | \$ 329   | \$ 1,026 |
| 539 | 1410 | HOSE 10X10 OSD - FLANGED                | \$ 98  | \$ 218   | \$ 626   |
| 539 | 2110 | HOSE 10X20 STAINLESS - FLANGED          | \$ 122 | \$ 365   | \$ 1,094 |
| 539 | 2410 | HOSE 10X20 OSD - FLANGED                | \$ 117 | \$ 366   | \$ 1,074 |
| 539 | 2960 | HOSE 10X20 RUBBER SUCTION - VIC         | \$ 66  | \$ 188   | \$ 620   |
| 539 | 6560 | HOSE 10X50 RUBBER DISCHARGE - VICTAULIC | \$ 91  | \$ 201   | \$ 661   |
| 540 | 1930 | HOSE 12X10 RUBBER SUCTION - QC          | \$ 50  | \$ 149   | \$ 446   |
| 540 | 2230 | HOSE 12X20 KANAFLEX SUCTION - QC        | \$ 61  | \$ 181   | \$ 544   |
| 540 | 2410 | HOSE 12X20 OSD - FLANGED                | \$ 156 | \$ 454   | \$ 1,362 |
| 540 | 2910 | HOSE 12X20 RUBBER SUCTION - FLANGED     | \$ 146 | \$ 343   | \$ 1,052 |
| 540 | 3630 | HOSE 12X25 LAYFLAT DISCHARGE - QC       | \$ 126 | \$ 251   | \$ 965   |
| 540 | 4510 | HOSE 12X30 OSD DISCHARGE - FLANGED      | \$ 102 | \$ 308   | \$ 1,049 |
| 541 | 2410 | HOSE 14X20 OSD - FLANGED                | \$ 188 | \$ 483   | \$ 1,434 |
| 545 | 1010 | 10 X 10 CONTAINMENT BERM                | \$ 85  | \$ 188   | \$ 549   |
| 545 | 1012 | 10 X 12 CONTAINMENT BERM                | \$ 88  | \$ 151   | \$ 359   |
| 545 | 1016 | 10 X 16 CONTAINMENT BERM                | \$ 89  | \$ 197   | \$ 527   |
| 545 | 1021 | 10 X 25 CONTAINMENT BERM                | \$ 34  | \$ 166   | \$ 662   |
| 545 | 1023 | 1 X 50 HYD HOSE                         | \$ 24  | \$ 75    | \$ 221   |
| 545 | 1034 | 1-1/4 X 50 HYDRAULIC HOSE               | \$ 27  | \$ 79    | \$ 239   |
| 545 | 1050 | 10 X 50 CONTAINMENT BERM                | \$ 63  | \$ 191   | \$ 573   |
| 545 | 1101 | FLANGED REDUCERS (ALL SIZES)            | \$ 17  | \$ 44    | \$ 152   |
| 545 | 1103 | Y'S                                     | \$ 31  | \$ 78    | \$ 189   |
| 545 | 1104 | T'S                                     | \$ 37  | \$ 86    | \$ 216   |
| 545 | 1105 | STRAINERS (ALL SIZES)                   | \$ 3   | \$ 11    | \$ 37    |
| 545 | 1108 | BUTTERFLY VALVES                        | \$ 16  | \$ 49    | \$ 145   |
| 545 | 1109 | 90'S                                    | \$ 20  | \$ 51    | \$ 161   |

|     |      |                                  |        |        |          |
|-----|------|----------------------------------|--------|--------|----------|
| 545 | 1113 | GATE VALVE 6" AND UNDER          | \$ 22  | \$ 65  | \$ 195   |
| 545 | 1140 | SUCTION/DISCHARGE MANIFOLD       | \$ 92  | \$ 122 | \$ 975   |
| 545 | 1142 | 4" VICTAULIC CLAMP               | \$ 5   | \$ 8   | \$ 28    |
| 545 | 1143 | 3" VICTAULIC CLAMP               | \$ 1   | \$ 1   | \$ 4     |
| 545 | 1182 | 8" VICTAULIC 90                  | \$ 7   | \$ 12  | \$ 40    |
| 545 | 1185 | 8" VICTAULIC CLAMP               | \$ 4   | \$ 10  | \$ 27    |
| 545 | 1195 | 6" VICTAULIC CLAMP               | \$ 3   | \$ 17  | \$ 28    |
| 545 | 1212 | 12 X 12 CONTAINMENT BERM         | \$ 61  | \$ 151 | \$ 404   |
| 545 | 1216 | 12 X 16 CONTAINMENT BERM         | \$ 73  | \$ 147 | \$ 442   |
| 545 | 1225 | 12 X 25 CONTAINMENT BERM         | \$ 91  | \$ 248 | \$ 550   |
| 545 | 1230 | 12 X 30 CONTAINMENT BERM         | \$ 88  | \$ 175 | \$ 525   |
| 545 | 1250 | 12 X 50 CONTAINMENT BERM         | \$ 91  | \$ 183 | \$ 550   |
| 545 | 1282 | 8X20 BAUER PIPE                  | \$ 13  | \$ 41  | \$ 125   |
| 545 | 1330 | 8" ROAD CROSSING                 | \$ 212 | \$ 465 | \$ 1,114 |
| 545 | 1331 | 8" ROAD CROSSING DOUBLE WIDE     | \$ 208 | \$ 624 | \$ 1,873 |
| 545 | 1332 | 10" ROAD CROSSING                | \$ 180 | \$ 540 | \$ 1,620 |
| 545 | 1334 | 12" ROAD CROSSING                | \$ 142 | \$ 426 | \$ 1,594 |
| 545 | 1335 | 12" ROAD CROSSING DOUBLE WIDE    | \$ 229 | \$ 687 | \$ 2,059 |
| 545 | 1340 | 10' BRIDGE STYLE ROAD CROSSING   | \$ 168 | \$ 503 | \$ 1,511 |
| 545 | 1342 | 12' BRIDGE STYLE ROAD CROSSING   | \$ 196 | \$ 540 | \$ 1,780 |
| 545 | 1345 | 15' BRIDGE STYLE ROAD CROSSING   | \$ 432 | \$ 895 | \$ 2,045 |
| 545 | 1413 | 12X10 TYPE A BAUER PIPE          | \$ 8   | \$ 21  | \$ 87    |
| 545 | 1570 | 6X20 WELLPOINT HEADER PIPE       | \$ 18  | \$ 55  | \$ 164   |
| 545 | 2025 | 20 X 25 CONTAINMENT BERM         | \$ 177 | \$ 394 | \$ 1,077 |
| 545 | 2054 | 50 X 50 CONTAINMENT BERM         | \$ 212 | \$ 636 | \$ 2,390 |
| 545 | 2260 | 6" WATER TREE                    | \$ 91  | \$ 276 | \$ 828   |
| 545 | 2397 | 8X20 HDPE DR17 QC                | \$ 27  | \$ 56  | \$ 181   |
| 545 | 2405 | 4" HDPE PIPE DR17                | \$ 1   | \$ 3   | \$ 10    |
| 545 | 2408 | 8" HDPE PIPE DR17                | \$ 2   | \$ 3   | \$ 7     |
| 545 | 2412 | 12" HDPE PIPE DR17               | \$ 2   | \$ 3   | \$ 9     |
| 545 | 2421 | 18" HDPE FLG W/BACKUP RING       | \$ 16  | \$ 30  | \$ 92    |
| 545 | 2432 | 18" HDPE PIPE DR26               | \$ 2   | \$ 7   | \$ 16    |
| 545 | 2469 | 12" FLANGE ADAPTER W/BACKUP RING | \$ 36  | \$ 69  | \$ 230   |
| 545 | 2485 | 24" HDPE TEE                     | \$ 13  | \$ 31  | \$ 639   |
| 545 | 2518 | 18" HDPE PIPE DR17               | \$ 3   | \$ 4   | \$ 12    |
| 545 | 606  | 6 X 6 CONTAINMENT BERM           | \$ 23  | \$ 66  | \$ 159   |
| 545 | 6213 | 18 HDPE FLOATING TEE SUCTION     | \$ 226 | \$ 443 | \$ 1,376 |
| 545 | 6240 | 24" HDPE PIPE DR17               | \$ 7   | \$ 8   | \$ 20    |
| 545 | 6241 | 24" TEE FLOAT HDPE               | \$ 122 | \$ 367 | \$ 1,101 |
| 545 | 6490 | 4" QC 90 BEND                    | \$ 7   | \$ 13  | \$ 42    |
| 545 | 6601 | 6" QC FLG X SOCKET               | \$ 7   | \$ 12  | \$ 39    |
| 545 | 6820 | 8 X 6 QC REDUCER                 | \$ 9   | \$ 22  | \$ 48    |
| 545 | 6821 | 8 X 6 FLANGED REDUCER            | \$ 17  | \$ 34  | \$ 99    |
| 545 | 6901 | FLOAT SWITCH                     | \$ 22  | \$ 55  | \$ 136   |
| 545 | 806  | 8 X 6 CONTAINMENT BERM           | \$ 59  | \$ 154 | \$ 379   |
| 545 | 808  | 8 X 8 CONTAINMENT BERM           | \$ 67  | \$ 148 | \$ 405   |
| 545 | 810  | 8 X 10 CONTAINMENT BERM          | \$ 43  | \$ 103 | \$ 272   |
| 545 | 9001 | MOBILE PIPE RACK                 | \$ 89  | \$ 175 | \$ 545   |
| 545 | 9215 | FITTING 4" CAMLOCK               | \$ 17  | \$ 26  | \$ 75    |

|     |      |                                          |        |          |          |
|-----|------|------------------------------------------|--------|----------|----------|
| 545 | 9365 | FITTING 4" FEMALE CAMLOCK TO FLANGE      | \$ 9   | \$ 16    | \$ 50    |
| 545 | 9385 | FITTING 6" FEMALE CAMLOCK TO MALE NPT    | \$ 12  | \$ 30    | \$ 78    |
| 545 | 9420 | FITTING 4" BALL VALVE QC                 | \$ 18  | \$ 31    | \$ 100   |
| 545 | 9435 | FITTING ELBOW 4" 90 DEGREES              | \$ 20  | \$ 36    | \$ 110   |
| 545 | 9450 | FITTING ELBOW 6" 90 DEGREES              | \$ 17  | \$ 26    | \$ 79    |
| 545 | 9455 | FITTING ELBOW 8" 90 DEGREES              | \$ 23  | \$ 38    | \$ 123   |
| 545 | 9495 | FITTING FLANGE 3"                        | \$ 26  | \$ 38    | \$ 116   |
| 545 | 9500 | FITTING FLANGE 4"                        | \$ 11  | \$ 16    | \$ 50    |
| 545 | 9505 | FITTING FLANGE 6"                        | \$ 11  | \$ 18    | \$ 51    |
| 545 | 9510 | FITTING FLANGE 8"                        | \$ 12  | \$ 25    | \$ 58    |
| 545 | 9535 | FITTING REDUCER 6" X 4"                  | \$ 10  | \$ 14    | \$ 59    |
| 545 | 9545 | FITTING REDUCER 8" X 6"                  | \$ 18  | \$ 29    | \$ 90    |
| 545 | 9550 | FITTING REDUCER 10" X 6"                 | \$ 20  | \$ 33    | \$ 99    |
| 545 | 9555 | FITTING REDUCER 20" X 12"                | \$ 77  | \$ 123   | \$ 396   |
| 545 | 9560 | 4" TEE                                   | \$ 31  | \$ 52    | \$ 159   |
| 545 | 9610 | GARDEN HOSE 50'                          | \$ 12  | \$ 28    | \$ 53    |
| 545 | 9820 | PUMP HYDROSTATIC TEST 550 PSI GAS        | \$ 106 | \$ 406   | \$ 857   |
| 545 | 9830 | PUMP HYDROSTATIC TEST 10K PSI AIR        | \$ 244 | \$ 540   | \$ 1,287 |
| 545 | 9953 | UNIVERSAL MANIFOLD 4 WAY                 | \$ 137 | \$ 394   | \$ 1,226 |
| 545 | 9960 | MANIFOLD 6" X 12"                        | \$ 372 | \$ 654   | \$ 1,887 |
| 605 | 10   | AUDIBLE HIGH LEVEL ALARM                 | \$ 61  | \$ 181   | \$ 545   |
| 605 | 1250 | TANK 21K GAL FXDAXL VPR TIGHT W/COILS    | \$ 139 | \$ 417   | \$ 1,250 |
| 605 | 1300 | TANK 21K GAL FXDAXL COILS CR             | \$ 139 | \$ 416   | \$ 1,248 |
| 605 | 1400 | TANK 21K GAL FXDAXL LINED W/COILS CR     | \$ 139 | \$ 416   | \$ 1,248 |
| 605 | 1920 | TANK 18K GAL DW FA SFVP LINED            | \$ 312 | \$ 935   | \$ 2,805 |
| 605 | 2000 | TANK 21K GAL T-OIL FXDAXL VPR TIGHT LINE | \$ 78  | \$ 552   | \$ 2,520 |
| 605 | 2050 | TANK 21K GAL FXDAXL GASBUSTER            | \$ 224 | \$ 669   | \$ 2,006 |
| 605 | 2250 | TANK 9K GAL OPEN TOP (MUD BOX)           | \$ 151 | \$ 454   | \$ 1,362 |
| 605 | 2310 | TANK 10K GAL CLOSED TOP SKID LINED       | \$ 136 | \$ 405   | \$ 1,214 |
| 605 | 2350 | TANK 8400 GAL MINI FRAC LINED            | \$ 120 | \$ 362   | \$ 1,087 |
| 605 | 2400 | TANK 17K GAL MIX FA W/COILS              | \$ 565 | \$ 1,131 | \$ 3,395 |
| 605 | 2450 | TANK 20K GAL MIX FA W/COILS LINED        | \$ 425 | \$ 1,275 | \$ 3,826 |
| 605 | 2500 | TANK 20K GAL MIX EZ CLEAN FA W/COILS     | \$ 412 | \$ 1,237 | \$ 3,712 |
| 605 | 3670 | TANK 4K GAL TD POLY                      | \$ 91  | \$ 276   | \$ 827   |
| 605 | 3820 | TANK 6500 GAL TD POLY                    | \$ 111 | \$ 334   | \$ 1,000 |
| 605 | 3830 | TANK 6500 GAL TD POLY W/LINER            | \$ 136 | \$ 405   | \$ 1,213 |
| 605 | 3950 | TANK 6300 GAL ROLLOFF POLY TANK LINED    | \$ 157 | \$ 471   | \$ 1,411 |
| 605 | 4100 | TANK 17.6K GAL UPRIGHT CONE BOTTOM SKID  | \$ 244 | \$ 732   | \$ 2,197 |
| 605 | 4130 | TANK 17.6K GAL UPRIGHT CONE BTM SKD COIL | \$ 218 | \$ 655   | \$ 1,967 |
| 605 | 4500 | TANK 21K GAL OPEN TOP                    | \$ 107 | \$ 444   | \$ 1,374 |
| 605 | 4580 | TANK 21K GAL EZ CLEAN SV LINED           | \$ 111 | \$ 334   | \$ 1,000 |
| 605 | 5110 | TANK 21K GAL FXDAXL VPR TIGHT LINED SM   | \$ 129 | \$ 388   | \$ 1,167 |
| 605 | 5120 | TANK 21K GAL FXDAXL RND BOTTOM           | \$ 146 | \$ 441   | \$ 1,319 |
| 605 | 5130 | TANK 21K GAL FXDAXL RND BOTTOM MANIFOLD  | \$ 109 | \$ 324   | \$ 973   |
| 605 | 5150 | TANK 21K GAL FXDAXL EZ CLEAN OT LINED    | \$ 122 | \$ 367   | \$ 1,102 |
| 605 | 5200 | TANK 21K GAL FXDAXL VPR TIGHT LINED CR   | \$ 126 | \$ 378   | \$ 1,133 |
| 605 | 5210 | TANK 21K FXDAXL SV OPEN TOP CVT LINED    | \$ 111 | \$ 333   | \$ 999   |
| 605 | 5230 | TANK 21K GAL FXDAXL LINED MANIFOLD CR    | \$ 116 | \$ 346   | \$ 1,037 |
| 605 | 5500 | TANK 18K GAL FXDAXL EZ CLEAN OT LND WEIR | \$ 139 | \$ 418   | \$ 1,254 |

| 605                                | 5650  | TANK 21K FXDAXL SV OPEN TOP CVT LW       | \$ 139   | \$ 417   | \$ 1,250 |
|------------------------------------|-------|------------------------------------------|----------|----------|----------|
| 605                                | 5800  | TANK CLARIFIER OPEN TOP LND WEIR         | \$ 90    | \$ 532   | \$ 1,332 |
| 605                                | 7010  | TANK TRL MC307/DOT407 SST PRESS REAR     | \$ 383   | \$ 1,147 | \$ 3,442 |
| 605                                | 7920  | BOX 25 YD METAL LID ROLL OFF             | \$ 58    | \$ 116   | \$ 350   |
| 605                                | 8150  | BOX 18 YD PLASTIC LID ROLL OFF           | \$ 65    | \$ 131   | \$ 394   |
| 605                                | 8250  | BOX 20 YD ROLL TARP ROLL OFF             | \$ 32    | \$ 98    | \$ 296   |
| 605                                | 8350  | BOX 25 YD ROLL TARP ROLL OFF             | \$ 33    | \$ 100   | \$ 299   |
| 605                                | 8700  | BOX 30 YD TRASH ROLL OFF                 | \$ 38    | \$ 112   | \$ 337   |
| 605                                | 9030  | BOX 25 YD DEWATERING ROLL TARP W/INSERT  | \$ 49    | \$ 346   | \$ 1,375 |
| 605                                | 9100  | BOX 25 YD VACUUM ROLL OFF                | \$ 30    | \$ 216   | \$ 869   |
| 610                                | 1030  | FILTER 4" 4 BAG CS                       | \$ 259   | \$ 660   | \$ 1,941 |
| 610                                | 1080  | FILTER 12" 24 BAG CS                     | \$ 665   | \$ 1,414 | \$ 3,984 |
| 610                                | 1301  | FILTER 3" DUPLEX BAG SST                 | \$ 199   | \$ 596   | \$ 1,789 |
| 610                                | 1302  | FILTER 3" DUPLEX BAG CS                  | \$ 123   | \$ 368   | \$ 1,103 |
| 610                                | 1600  | FILTER 6" SIMPLEX BAG                    | \$ 414   | \$ 1,243 | \$ 3,731 |
| 610                                | 210   | CLARIFIER INSERTS                        | \$ 429   | \$ 1,716 | \$ 5,885 |
| 610                                | 2454  | FILTER 4 POD 54" DIAMETER SAND           | \$ 433   | \$ 1,300 | \$ 3,897 |
| 610                                | 2530  | FILTER 10K LB KLEEN WATER DUAL           | \$ 713   | \$ 2,141 | \$ 6,423 |
| 610                                | 3221  | FILTER 2K LB HI/PRES KLEEN WATER W/INT   | \$ 91    | \$ 275   | \$ 821   |
| 920                                | 5254  | BERM 10'X10' PORTABLE SPILL CONTAINMENT  | \$ 54    | \$ 133   | \$ 322   |
| 920                                | 5256  | 12 X 20 CONTAINMENT BERM                 | \$ 98    | \$ 238   | \$ 575   |
| 920                                | 5260  | TANK FUEL 251-300 GALLON                 | \$ 136   | \$ 271   | \$ 801   |
| 920                                | 5415  | MAT POLYETHYLENE 4' X 8' GROUND COVER    | \$ 15    | \$ 48    | \$ 84    |
| 920                                | 7361  | TANK FUEL SINGLE WALL 500-550 GAL        | \$ 110   | \$ 266   | \$ 681   |
| 920                                | 7362  | TANK FUEL DOUBLE WALL 500-550GAL W/OPUMP | \$ 135   | \$ 308   | \$ 1,607 |
| 920                                | 7364  | TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP | \$ 135   | \$ 308   | \$ 878   |
| 920                                | 7720  | TANK FUEL                                | \$ 357   | \$ 713   | \$ 2,139 |
| 920                                | 7750  | TANK FUEL DOUBLE WALL 1000-1250 GAL      | \$ 412   | \$ 830   | \$ 2,451 |
| 920                                | 7755  | TANK FUEL ENVIRONMENTAL 2300 GALLON      | \$ 515   | \$ 1,069 | \$ 2,900 |
| 920                                | 7758  | TANK FUEL ENVIRONMENTAL 4000 GALLON      | \$ 1,044 | \$ 1,813 | \$ 5,735 |
| 920                                | 7763  | TANK FUEL ENVIRONMENTAL 7000 GALLON      | \$ 770   | \$ 1,244 | \$ 3,986 |
| <b>Radio's &amp; Communication</b> |       |                                          |          |          |          |
| Cat                                | Class | Description                              | Day      | Week     | Month    |
| 190                                | 5750  | RADIO 2 WAY SITE                         | \$ 40    | \$ 87    | \$ 193   |
| 190                                | 5776  | RADIO INTRINSIC DIGITAL UHF 8/90         | \$ 9     | \$ 43    | \$ 130   |
| 190                                | 5780  | RADIO HAND HELD EXPLOSION PROOF WITH MIC | \$ 33    | \$ 67    | \$ 162   |
| 190                                | 5786  | CHARGER GANG RADIO                       | \$ 21    | \$ 49    | \$ 114   |
| 190                                | 5796  | RADIO CHARGER 6 BANK VP                  | \$ 27    | \$ 82    | \$ 250   |
| 190                                | 5824  | RADIO MICROPHONE INTRINSIC VP NX         | \$ 5     | \$ 16    | \$ 50    |
| 190                                | 5771  | RADIO INTRINSIC DIGITAL VP 700-900MHZ    | \$ 15    | \$ 44    | \$ 136   |
| 190                                | 5708  | RADIO BATTERY INTRINSIC VP               | \$ 9     | \$ 27    | \$ 81    |
| 190                                | 5764  | RADIO BELT CLIP VP                       | \$ 1     | \$ 1     | \$ 1     |
| 190                                | 5758  | RADIO BELTCLIP NON-INTRINSIC NX          | \$ 1     | \$ 1     | \$ 1     |
| 190                                | 5798  | RADIO CHARGER NX 6 BANK ADAPTER          | \$ 27    | \$ 82    | \$ 250   |
| 190                                | 5828  | RADIO MICROPHONE NON-INTRINSIC NX        | \$ 5     | \$ 16    | \$ 50    |
| 190                                | 5710  | RADIO BATTERY NON-INTRINSIC NX           | \$ 9     | \$ 27    | \$ 81    |
| 190                                | 5711  | RADIO CHARGER SINGLE NX NON-IS           | \$ 27    | \$ 82    | \$ 250   |
| 190                                | 5740  | RADIO NON-INTRINSIC DIGITAL UHF NX       | \$ 14    | \$ 42    | \$ 127   |
| 190                                | 5789  | RADIO CHARGER 6 BANK XPR R7              | \$ 27    | \$ 82    | \$ 250   |

| 190                                                                                       | 5864  | RADIO INTRINSIC DIGITAL UHF R7                          | \$ 15    | \$ 44    | \$ 136    |
|-------------------------------------------------------------------------------------------|-------|---------------------------------------------------------|----------|----------|-----------|
| 190                                                                                       | 5865  | RADIO BELTCLIP R7                                       | \$ 1     | \$ 1     | \$ 1      |
| 190                                                                                       | 5866  | RADIO MICROPHONE INTRINSIC R7                           | \$ 5     | \$ 16    | \$ 50     |
| 190                                                                                       | 5702  | RADIO BATTERY INTRINSIC R7                              | \$ 9     | \$ 27    | \$ 81     |
| 190                                                                                       | 5787  | RADIO CHARGER SINGLE XPR R7                             | \$ 27    | \$ 82    | \$ 250    |
| 190                                                                                       | 5800  | RADIO REPEATER DIGITAL UHF SLR                          | \$ 59    | \$ 179   | \$ 543    |
| <b>Reliable Onsite Service: Portable Toilets, Fencing, Handwash Station &amp; Showers</b> |       |                                                         |          |          |           |
| Cat                                                                                       | Class | Description                                             | Day      | Week     | Month     |
| 75                                                                                        | 2070  | SERVICE - PORTABLE RESTROOM / SINK (ADDITIONAL SERVICE) | \$ 146   | \$ 146   | \$ 146    |
| 75                                                                                        | 4001  | SERVICE - RESTROOM 2X WEEKLY                            | \$ 260   | \$ 260   | \$ 260    |
| 75                                                                                        | 4002  | SERVICE - RESTROOM 3X WEEKLY                            | \$ 391   | \$ 391   | \$ 391    |
| 75                                                                                        | 4003  | SERVICE - RESTROOM 4X WEEKLY                            | \$ 543   | \$ 543   | \$ 543    |
| 75                                                                                        | 4004  | SERVICE - RESTROOM 5X WEEKLY                            | \$ 695   | \$ 695   | \$ 695    |
| 75                                                                                        | 4090  | SERVICE ADA RSTRM 1X WEEKLY                             | \$ 146   | \$ 146   | \$ 146    |
| 75                                                                                        | 4091  | SERVICE ADA RSTRM 2X WEEKLY                             | \$ 260   | \$ 260   | \$ 260    |
| 75                                                                                        | 4092  | SERVICE ADA RSTRM 3X WEEKLY                             | \$ 391   | \$ 391   | \$ 391    |
| 75                                                                                        | 4093  | SERVICE ADA RSTRM 4X WEEKLY                             | \$ 543   | \$ 543   | \$ 543    |
| 75                                                                                        | 4094  | SERVICE ADA RSTRM 5X WEEKLY                             | \$ 695   | \$ 695   | \$ 695    |
| 75                                                                                        | 2071  | SERVICE - PORTABLE SINK 1X WEEKLY                       | \$ 146   | \$ 146   | \$ 146    |
| 75                                                                                        | 4011  | SERVICE - SINK 2X WEEKLY                                | \$ 260   | \$ 260   | \$ 260    |
| 75                                                                                        | 4012  | SERVICE - SINK 3X WEEKLY                                | \$ 391   | \$ 391   | \$ 391    |
| 75                                                                                        | 4013  | SERVICE - SINK 4X WEEKLY                                | \$ 543   | \$ 543   | \$ 543    |
| 75                                                                                        | 4014  | SERVICE - SINK 5X WEEKLY                                | \$ 695   | \$ 695   | \$ 695    |
| 75                                                                                        | 2075  | FRESH WATER SYSTEM SERVICE (EXTRA 1X WEEK SERVICE)      | \$ 555   | \$ 555   | \$ 555    |
| 75                                                                                        | 2080  | WASTE HOLDING TANK SERVICE (EXTRA 1X WEEK SERVICE)      | \$ 438   | \$ 438   | \$ 438    |
| 75                                                                                        | 2085  | WASTE/WATER SERVICE - RESTROOM TRAILER / SHOWER TRAILER | \$ 2,454 | \$ 2,454 | \$ 2,454  |
| 550                                                                                       | 8000  | BIKE RACK - EVENT                                       | \$ 22    | \$ 22    | \$ 22     |
| 600                                                                                       | 2002  | EVNT RESTROOM TRLR- 2 STATION                           | \$ 1,652 | \$ 1,652 | \$ 5,016  |
| 600                                                                                       | 2003  | EVNT RESTROOM TRLR- 3 STATION                           | \$ 2,017 | \$ 2,017 | \$ 5,616  |
| 600                                                                                       | 2004  | EVNT RESTROOM TRLR- 4 STATION                           | \$ 2,385 | \$ 2,385 | \$ 6,638  |
| 600                                                                                       | 2007  | EVNT RESTROOM TRLR- 7 STATION                           | \$ 2,833 | \$ 2,833 | \$ 8,608  |
| 600                                                                                       | 2008  | EVNT RESTROOM TRLR- 8 STATION                           | \$ 6,258 | \$ 6,258 | \$ 9,390  |
| 600                                                                                       | 2010  | EVNT RESTROOM TRLR- 10 STATION                          | \$ 3,243 | \$ 3,243 | \$ 9,639  |
| 600                                                                                       | 2013  | EVNT RESTROOM TRLR- 13 STATION                          | \$ 3,610 | \$ 3,610 | \$ 11,210 |
| 600                                                                                       | 2109  | RESTROOM TRLR- 9 STATION                                | \$ 3,187 | \$ 3,187 | \$ 9,494  |
| 600                                                                                       | 2152  | ADA RESTROOM TRLR - 2 STATION                           | \$ 3,432 | \$ 3,432 | \$ 7,438  |
| 600                                                                                       | 2159  | ADA RESTROOM TRLR- 9 STATION                            | \$ 3,645 | \$ 3,645 | \$ 12,526 |
| 600                                                                                       | 2202  | SHWR/RESTROOM COMBO TRLR-2 STATION                      | \$ 3,595 | \$ 3,595 | \$ 12,583 |
| 600                                                                                       | 2204  | SHWR/RESTROOM COMBO TRLR-4 STATION                      | \$ 7,191 | \$ 7,191 | \$ 25,167 |
| 600                                                                                       | 2206  | SHWR/RESTROOM COMBO TRLR-6 STATION                      | \$ 9,347 | \$ 9,347 | \$ 32,717 |
| 600                                                                                       | 2306  | SHOWER TRAILER - 6 STATION                              | \$ 5,492 | \$ 5,492 | \$ 19,223 |
| 600                                                                                       | 2308  | SHOWER TRAILER - 8 STATION                              | \$ 7,323 | \$ 7,323 | \$ 25,630 |
| 600                                                                                       | 2350  | LAUNDRY TRAILER - 6 SET                                 | \$ 5,492 | \$ 5,492 | \$ 19,223 |
| 600                                                                                       | 2495  | 4 X 4 CONTAINMENT TRAY - RESTROOM                       | \$ 32    | \$ 32    | \$ 32     |
| 600                                                                                       | 1090  | TOILET SINGLE MOUNT TRAILER KIT                         | \$ 292   | \$ 292   | \$ 292    |
| 600                                                                                       | 1280  | HAND WASHING UNIT                                       | \$ 97    | \$ 97    | \$ 97     |
| 600                                                                                       | 1287  | HAND SANITIZER STAND                                    | \$ 98    | \$ 98    | \$ 98     |
| 600                                                                                       | 2410  | STANDARD PORTABLE RESTROOM                              | \$ 37    | \$ 37    | \$ 37     |
| 600                                                                                       | 2420  | ENHANCED PORTABLE RESTROOM                              | \$ 119   | \$ 119   | \$ 119    |



|                    |              |                                            |            |             |              |
|--------------------|--------------|--------------------------------------------|------------|-------------|--------------|
| 600                | 2430         | DELUXE PORTABLE RESTROOM                   | \$ 146     | \$ 146      | \$ 146       |
| 600                | 2440         | HANDICAP PORTABLE RESTROOM                 | \$ 166     | \$ 166      | \$ 166       |
| 600                | 2441         | EVENT HANDICAP PORTABLE RESTROOM           | \$ 234     | \$ 234      | \$ 234       |
| 600                | 2450         | HIGH RISE PORTABLE RESTROOM                | \$ 92      | \$ 92       | \$ 92        |
| 600                | 2460         | MINI PORTABLE RESTROOM                     | \$ 92      | \$ 92       | \$ 92        |
| 600                | 2475         | SINK - PORTABLE                            | \$ 49      | \$ 49       | \$ 49        |
| 600                | 2476         | EVENT SINK - PORTABLE                      | \$ 85      | \$ 85       | \$ 85        |
| 600                | 2485         | WASTE HOLDING TANK                         | \$ 43      | \$ 43       | \$ 43        |
| 600                | 2490         | FRESH WATER SYSTEM                         | \$ 308     | \$ 308      | \$ 308       |
| 375                | 525          | FENCE MODULAR 12' L X 6' H TEMPORARY PANEL | \$ 59      | \$ 59       | \$ 59        |
| <b>Scaffolding</b> |              |                                            |            |             |              |
| <b>Cat</b>         | <b>Class</b> | <b>Description</b>                         | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 675                | 2078         | DIAGONAL BRACE 7' GALVANIZED               | \$ 2       | \$ 5        | \$ 10        |
| 675                | 3822         | PLA-8 8' PLANK 9.25 X 1.50 DOUG FIR        | \$ 2       | \$ 5        | \$ 10        |
| 675                | 4308         | STAIRWELL 6' VX STRUCTURE                  | \$ 135     | \$ 468      | \$ 808       |
| 675                | 4330         | BASE PLATE                                 | \$ 9       | \$ 18       | \$ 52        |
| 675                | 4400         | END FRAME WITH LEGS SINGLE WIDE BASE       | \$ 156     | \$ 158      | \$ 306       |
| 675                | 4420         | END FRAME WITH LEGS DOUBLE WIDE BASE       | \$ 222     | \$ 232      | \$ 451       |
| 675                | 5350         | SCAFFOLD FRAME 5' X 6' 6" WALK THROUGH     | \$ 7       | \$ 10       | \$ 23        |
| 675                | 6060         | SCAFFOLDING OUTRIGGERS                     | \$ 7       | \$ 10       | \$ 20        |
| 675                | 6191         | PLANK ALUMINUM 7'                          | \$ 10      | \$ 16       | \$ 31        |
| 675                | 6220         | SCAFFOLD PLANK 19" X 10'                   | \$ 8       | \$ 15       | \$ 36        |
| 675                | 6224         | WALKBOARD 18" X 7'                         | \$ 8       | \$ 12       | \$ 24        |
| 675                | 7452         | SCAFFOLDING SIDE BRACES                    | \$ 3       | \$ 8        | \$ 11        |
| 675                | 7520         | SCAFFOLD ROLLING 6' X 30"                  | \$ 28      | \$ 74       | \$ 170       |
| 675                | 7530         | SCREWJACK WITH BASE PLATE                  | \$ 5       | \$ 8        | \$ 16        |
| 675                | 7550         | BASE PLATE FIXED                           | \$ 2       | \$ 9        | \$ 23        |
| 675                | 7556         | END FRAME 6'                               | \$ 8       | \$ 9        | \$ 23        |
| 675                | 9027         | SCAFFOLD TOWER 12' ROLLING                 | \$ 106     | \$ 224      | \$ 518       |
| <b>Trailers</b>    |              |                                            |            |             |              |
| <b>Cat</b>         | <b>Class</b> | <b>Description</b>                         | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 63                 | 2010         | DELIVERY TRAILER - UP TO 9,999 LBS         | \$ 106     | \$ 259      | \$ 639       |
| 63                 | 3010         | DELIVERY TRAILERS - 20,000 TO 39,999 LBS   | \$ 156     | \$ 291      | \$ 767       |
| 920                | 2081         | TRAILER TILT 7' X 18' TANDEM AXLE          | \$ 103     | \$ 371      | \$ 885       |
| 920                | 3000         | TRAILER EQUIPMENT SMALL                    | \$ 60      | \$ 149      | \$ 371       |
| 920                | 3017         | TRAILER TILT 24' UP TO 24K                 | \$ 165     | \$ 483      | \$ 1,291     |
| 920                | 3020         | TRAILER EQUIPMENT TANDEM AXLE              | \$ 91      | \$ 281      | \$ 641       |
| 920                | 3030         | TRAILER EQUIPMENT DOUBLE AXLE SPECIAL      | \$ 173     | \$ 423      | \$ 1,151     |
| 920                | 3040         | TRAILER UTILITY HYDRAULIC SINGLE AXLE      | \$ 74      | \$ 242      | \$ 429       |
| 920                | 3041         | TRAILER UTILITY HYDRAULIC TANDEM           | \$ 84      | \$ 314      | \$ 540       |
| 920                | 3057         | TRAILER EQUIPMENT DOUBLE AXLE 10 TON       | \$ 168     | \$ 620      | \$ 1,357     |
| 920                | 3060         | TRAILER TILLER                             | \$ 11      | \$ 37       | \$ 110       |
| 920                | 3066         | TRAILER WALKBEHIND TRENCHER                | \$ 18      | \$ 63       | \$ 158       |
| 920                | 3200         | TRAILER REEL SMALL                         | \$ 234     | \$ 521      | \$ 1,241     |
| 920                | 5080         | TRAILER FURNITURE 5' X 8'                  | \$ 59      | \$ 220      | \$ 469       |
| 920                | 5230         | TRAILER EVAPORATIVE COOLING                | \$ 445     | \$ 990      | \$ 2,944     |
| 920                | 5500         | TRAILER UTILITY 8-10' TO 2K SINGLE         | \$ 76      | \$ 248      | \$ 523       |
| 920                | 5600         | TRAILER DUMP 10'-12' TO 9K TANDEM          | \$ 194     | \$ 582      | \$ 1,369     |
| 920                | 5605         | TRAILER GAS DUMP 8'-12' TO 9K TANDEM       | \$ 81      | \$ 519      | \$ 1,205     |

| 920                  | 5610  | TRAILER DUMP 10'-12' 9K TO 12K TANDEM    | \$ 234 | \$ 689   | \$ 1,708 |
|----------------------|-------|------------------------------------------|--------|----------|----------|
| 920                  | 5620  | TRAILER DUMP 14'-16' TO 14K TANDEM       | \$ 215 | \$ 686   | \$ 1,808 |
| 920                  | 5625  | TRAILER GAS DUMP 14'-16' TO 14K TANDEM   | \$ 214 | \$ 636   | \$ 1,601 |
| 920                  | 5630  | TRAILER DUMP 10'-12' TO 16K OFFROAD TAND | \$ 215 | \$ 591   | \$ 1,456 |
| 920                  | 5700  | TRAILER TILT 8'-14' UP TO 7K SINGLE      | \$ 66  | \$ 208   | \$ 460   |
| 920                  | 5710  | TRAILER TILT 12'-16' TO 9,999K TANDEM    | \$ 77  | \$ 292   | \$ 639   |
| 920                  | 5720  | TRAILER TILT 12'-16' 10K TO 14K          | \$ 117 | \$ 291   | \$ 726   |
| 920                  | 5800  | TRAILER EQUIP 12'-14' TO 8K DRP DCK TNDM | \$ 77  | \$ 295   | \$ 690   |
| 920                  | 5820  | TRAILER EQUIP 16'-18' TO 8K DRP          | \$ 113 | \$ 405   | \$ 1,215 |
| 920                  | 5840  | TRAILER EQUIP 14'-16' 9-12K DRP DCK TNDM | \$ 99  | \$ 345   | \$ 769   |
| 920                  | 5860  | TRAILER EQUIP 18'-20' 9-12K DRP DCK TNDM | \$ 73  | \$ 208   | \$ 723   |
| 920                  | 6000  | TRAILER EQUIP 18-20 12K-15K DCK OVR TNDM | \$ 213 | \$ 508   | \$ 1,121 |
| 920                  | 7005  | TRAILER WATER TANK 500 GALLON            | \$ 151 | \$ 452   | \$ 981   |
| 920                  | 9100  | TRAILER DUMP                             | \$ 178 | \$ 569   | \$ 1,240 |
| 920                  | 9470  | TRAILER CONCRETE MIXER 1YD GAS           | \$ 60  | \$ 149   | \$ 371   |
| 920                  | 3200  | TRAILER REEL SMALL                       | \$ 200 | \$ 497   | \$ 1,129 |
| 920                  | 3300  | REEL TRAILER-1 REEL 7200#                | \$ 206 | \$ 519   | \$ 1,290 |
| 920                  | 3310  | REEL TRAILER-2 REEL 12.8K                | \$ 264 | \$ 662   | \$ 1,533 |
| 920                  | 3211  | POLE TRAILER 19.5K DUAL AXL              | \$ 215 | \$ 538   | \$ 1,559 |
| 953                  | 2370  | VACUUM TRAILER 400-750 GALLON            | \$ 677 | \$ 1,693 | \$ 4,807 |
| 953                  | 2371  | VACUUM TRAILER 751-1000 GALLON           | \$ 762 | \$ 2,222 | \$ 5,080 |
| <b>Trench Safety</b> |       |                                          |        |          |          |
| Cat                  | Class | Description                              | Day    | Week     | Month    |
| 330                  | 7113  | LIFTING BRIDLE 4 LEG X 6'                | \$ 25  | \$ 91    | \$ 203   |
| 330                  | 7114  | LIFTING BRIDLE 4 LEG X 8'                | \$ 29  | \$ 92    | \$ 211   |
| 330                  | 7115  | LIFTING BRIDLE 4 LEG X 10'               | \$ 29  | \$ 92    | \$ 211   |
| 330                  | 7116  | LIFTING BRIDLE 4 LEG X 12'               | \$ 35  | \$ 102   | \$ 222   |
| 330                  | 7117  | LIFTING BRIDLE 4 LEG X 14'               | \$ 37  | \$ 102   | \$ 240   |
| 330                  | 7118  | LIFTING BRIDLE 4 LEG X 16'               | \$ 45  | \$ 111   | \$ 255   |
| 330                  | 7112  | LIFTING BRIDLE 4 LEG X 4'                | \$ 21  | \$ 40    | \$ 100   |
| 330                  | 7126  | LIFTING BRIDLE 4 LEG X 10' ADJUSTABLE    | \$ 24  | \$ 87    | \$ 254   |
| 330                  | 7453  | SLING WIRE 3/8" X 10'                    | \$ 32  | \$ 70    | \$ 171   |
| 330                  | 9515  | SHACKLE SCREW PIN 1" 8 1/2 TON           | \$ 6   | \$ 24    | \$ 39    |
| 500                  | 2072  | SEWER CAMERA WITH 125' CABLE             | \$ 150 | \$ 474   | \$ 1,433 |
| 500                  | 2073  | SEWER CAMERA WITH 200' CABLE             | \$ 158 | \$ 472   | \$ 1,417 |
| 500                  | 3072  | SNAKE POWER 1/2" X 50' ELECTRIC          | \$ 64  | \$ 170   | \$ 399   |
| 500                  | 3095  | SNAKE POWER 3/4" X 100' ELECTRIC         | \$ 98  | \$ 283   | \$ 602   |
| 500                  | 4015  | SNAKE POWER 5/8" X 100' ELECTRIC         | \$ 93  | \$ 281   | \$ 598   |
| 500                  | 76    | PIPE FREEZING UNIT                       | \$ 152 | \$ 340   | \$ 808   |
| 500                  | 1685  | PLUG HOSE ROPE 20' WITH GAUGE            | \$ 19  | \$ 41    | \$ 98    |
| 500                  | 7907  | PLUG BLOCK 4"-6"                         | \$ 18  | \$ 44    | \$ 183   |
| 500                  | 8154  | LIFT LINE 30'                            | \$ 16  | \$ 38    | \$ 79    |
| 500                  | 8300  | PLUG TEST DOME HEAD 24"-48"              | \$ 195 | \$ 602   | \$ 1,597 |
| 500                  | 8370  | PLUG FLOW THRU 15"-30"/4"                | \$ 118 | \$ 316   | \$ 866   |
| 500                  | 8380  | PLUG FLOW THRU 24"-48"/4"                | \$ 187 | \$ 585   | \$ 1,893 |
| 500                  | 8808  | PLUG TEST 6"-10"                         | \$ 53  | \$ 138   | \$ 334   |
| 500                  | 8809  | PLUG TEST 8"-12"                         | \$ 55  | \$ 143   | \$ 343   |
| 500                  | 8812  | PLUG TEST 12"-18"                        | \$ 114 | \$ 284   | \$ 705   |
| 500                  | 8815  | PLUG TEST 15"-30"                        | \$ 151 | \$ 376   | \$ 935   |

|     |      |                                           |        |          |          |
|-----|------|-------------------------------------------|--------|----------|----------|
| 500 | 8824 | PLUG TEST 24"-48"                         | \$ 162 | \$ 739   | \$ 1,875 |
| 500 | 9027 | ROPE 30' INFLATION HOSE WITH GAUGE        | \$ 11  | \$ 30    | \$ 76    |
| 500 | 98   | PIPE PULLER                               | \$ 275 | \$ 699   | \$ 2,091 |
| 500 | 814  | MANDREL FRAME 8"-12/15"                   | \$ 45  | \$ 60    | \$ 276   |
| 500 | 815  | MANDREL FRAME 18"-27"                     | \$ 27  | \$ 69    | \$ 175   |
| 500 | 820  | MANDREL 6" 5%                             | \$ 56  | \$ 189   | \$ 426   |
| 500 | 826  | MANDREL 6" 7.5%                           | \$ 8   | \$ 19    | \$ 46    |
| 500 | 830  | MANDREL 8" 5%                             | \$ 58  | \$ 198   | \$ 433   |
| 500 | 836  | MANDREL 10" 5%                            | \$ 72  | \$ 214   | \$ 449   |
| 500 | 844  | MANDREL 12" 5%                            | \$ 73  | \$ 230   | \$ 455   |
| 500 | 848  | MANDREL 15" 5%                            | \$ 73  | \$ 233   | \$ 492   |
| 500 | 853  | MANDREL 18" 5%                            | \$ 159 | \$ 391   | \$ 977   |
| 500 | 863  | MANDREL 24" 5%                            | \$ 150 | \$ 372   | \$ 930   |
| 500 | 1682 | PLUG HOSE ROPE 20'                        | \$ 19  | \$ 41    | \$ 98    |
| 500 | 1685 | PLUG HOSE ROPE 20' WITH GAUGE             | \$ 19  | \$ 41    | \$ 98    |
| 500 | 1687 | PLUG HOSE 20' READ BACK                   | \$ 19  | \$ 41    | \$ 98    |
| 500 | 1703 | PLUG BACK/BLOCK 4" - 8"                   | \$ 18  | \$ 46    | \$ 114   |
| 500 | 1760 | TEST PLUGS INFLATABLE 8"-12"              | \$ 24  | \$ 58    | \$ 321   |
| 500 | 4200 | PLUG BACK/BLOCK 12"-24" W/RV & SLEEVE     | \$ 192 | \$ 494   | \$ 1,460 |
| 500 | 4205 | 12"-24" PLUG W/4" BYPASS W/RV & SLEEVE    | \$ 93  | \$ 229   | \$ 571   |
| 500 | 4300 | PLUG BACK/BLOCK 24"-48" W/RV & SLEEVE     | \$ 367 | \$ 913   | \$ 2,293 |
| 500 | 7587 | PLUG MECHANICAL 2"                        | \$ 4   | \$ 24    | \$ 83    |
| 500 | 7588 | PLUG MECHANICAL 3"                        | \$ 5   | \$ 26    | \$ 90    |
| 500 | 7589 | PLUG MECHANICAL 4"                        | \$ 18  | \$ 51    | \$ 150   |
| 500 | 7591 | PLUG MECHANICAL 6"                        | \$ 18  | \$ 65    | \$ 191   |
| 500 | 7596 | PLUG MECHANICAL 8"                        | \$ 17  | \$ 62    | \$ 181   |
| 500 | 7597 | PLUG MECHANICAL 10"                       | \$ 29  | \$ 76    | \$ 221   |
| 500 | 7599 | PLUG MECHANICAL 12"                       | \$ 30  | \$ 78    | \$ 234   |
| 500 | 7907 | PLUG BACK/BLOCK 4"-6"                     | \$ 18  | \$ 46    | \$ 183   |
| 500 | 7908 | PLUG BACK/BLOCK 6" - 10"                  | \$ 49  | \$ 124   | \$ 370   |
| 500 | 7910 | PLUG BACK/BLOCK 6" - 12"                  | \$ 59  | \$ 143   | \$ 388   |
| 500 | 7911 | PLUG BACK/BLOCK 8" - 12"                  | \$ 50  | \$ 165   | \$ 376   |
| 500 | 7914 | PLUG BACK/BLOCK 12" - 18"                 | \$ 131 | \$ 427   | \$ 1,219 |
| 500 | 7915 | PLUG BACK/BLOCK 4"                        | \$ 16  | \$ 36    | \$ 89    |
| 500 | 7917 | PLUG BACK/BLOCK 6"                        | \$ 16  | \$ 36    | \$ 89    |
| 500 | 7919 | PLUG BACK/BLOCK 8"                        | \$ 23  | \$ 53    | \$ 132   |
| 500 | 8130 | PLUG TEST 36"                             | \$ 137 | \$ 463   | \$ 1,027 |
| 500 | 8152 | LIFT LINE 20'                             | \$ 6   | \$ 27    | \$ 82    |
| 500 | 8260 | PLUG TEST/FRONT 12"-24" W/RV & SLEEVE     | \$ 119 | \$ 265   | \$ 742   |
| 500 | 8280 | PLUG TEST/FRONT 15"-30/32" W/RV & SLEEVE  | \$ 139 | \$ 400   | \$ 1,097 |
| 500 | 8300 | PLUG TEST/FRONT 24"-48" W/RV & SLEEVE     | \$ 217 | \$ 531   | \$ 1,426 |
| 500 | 8305 | PLUG TEST/FRONT 36"-60" W/RV & SLEEVE     | \$ 368 | \$ 1,236 | \$ 3,960 |
| 500 | 8315 | PLUG FLOW THRU 4"-8"                      | \$ 51  | \$ 91    | \$ 254   |
| 500 | 8321 | PLUG FLOW THRU 6"-10"                     | \$ 109 | \$ 248   | \$ 716   |
| 500 | 8335 | PLUG FLOW THRU 8"-12"/4"                  | \$ 111 | \$ 264   | \$ 789   |
| 500 | 8352 | PLUG FLOW THRU 10"-16"                    | \$ 113 | \$ 268   | \$ 794   |
| 500 | 8360 | PLUG FLOW THRU 12"-18"/4"                 | \$ 170 | \$ 484   | \$ 1,450 |
| 500 | 8361 | PLUG FLOW THRU 12"-18"                    | \$ 170 | \$ 484   | \$ 1,450 |
| 500 | 8370 | 15"-30/32" PLUG W/4" BYPASS W/RV & SLEEVE | \$ 170 | \$ 484   | \$ 1,450 |



|     |      |                                          |        |          |          |
|-----|------|------------------------------------------|--------|----------|----------|
| 500 | 8380 | PLUG FLOW THRU 24"-48"/4"                | \$ 346 | \$ 878   | \$ 2,338 |
| 500 | 8535 | PLUG AIR TEST PANEL                      | \$ 87  | \$ 218   | \$ 549   |
| 500 | 8637 | PLUG LOCATER 12" X 24" REAR              | \$ 102 | \$ 256   | \$ 1,520 |
| 500 | 8662 | PLUG BACK/BLOCK 20"-36" W/RV & SLEEVE    | \$ 262 | \$ 639   | \$ 1,915 |
| 500 | 8726 | CLEANING BALL 6"-10"                     | \$ 25  | \$ 73    | \$ 207   |
| 500 | 8769 | LINE STRING FAN                          | \$ 132 | \$ 325   | \$ 808   |
| 500 | 8770 | HAND PUMP WITH GAUGE                     | \$ 11  | \$ 31    | \$ 95    |
| 500 | 8771 | CHUTE LINE STRING 8"-12"                 | \$ 17  | \$ 36    | \$ 87    |
| 500 | 8772 | CHUTE LINE STRING 15"-24"                | \$ 23  | \$ 52    | \$ 131   |
| 500 | 8774 | ROPE & REEL 1/4" X 500'                  | \$ 21  | \$ 64    | \$ 188   |
| 500 | 8776 | ROPE & REEL 3/8" X 500'                  | \$ 24  | \$ 60    | \$ 151   |
| 500 | 8778 | TRIPLE HOSE 50'                          | \$ 86  | \$ 233   | \$ 583   |
| 500 | 8806 | PLUG TEST/FRONT 4" - 6"                  | \$ 22  | \$ 46    | \$ 123   |
| 500 | 8807 | PLUG TEST/FRONT 6" - 12"                 | \$ 32  | \$ 76    | \$ 188   |
| 500 | 8808 | PLUG TEST/FRONT 6" - 10"                 | \$ 30  | \$ 80    | \$ 226   |
| 500 | 8809 | PLUG TEST/FRONT 8" - 12"                 | \$ 32  | \$ 95    | \$ 232   |
| 500 | 8810 | PLUG TEST/FRONT 10" - 16"                | \$ 39  | \$ 153   | \$ 548   |
| 500 | 8812 | PLUG TEST/FRONT 12" - 18"                | \$ 50  | \$ 151   | \$ 365   |
| 500 | 8815 | PLUG TEST 15"-30"                        | \$ 138 | \$ 340   | \$ 848   |
| 500 | 8817 | PLUG TEST/FRONT 20" - 36" W/RV & SLEEVE  | \$ 339 | \$ 976   | \$ 2,939 |
| 500 | 8820 | PLUG TEST 20"-36"                        | \$ 153 | \$ 382   | \$ 951   |
| 500 | 8824 | PLUG TEST 24"-48"                        | \$ 217 | \$ 531   | \$ 1,426 |
| 500 | 8836 | PLUG TEST 48"-72"                        | \$ 514 | \$ 1,279 | \$ 3,197 |
| 500 | 9000 | VACUUM PUMP                              | \$ 98  | \$ 245   | \$ 598   |
| 500 | 9001 | AIR N VAC VACUUM TESTER                  | \$ 71  | \$ 185   | \$ 502   |
| 500 | 9012 | PLUG TEST VACUUM 30"-36"                 | \$ 180 | \$ 447   | \$ 1,110 |
| 500 | 9019 | HOSE TRIPLE TEST 25'                     | \$ 17  | \$ 43    | \$ 114   |
| 500 | 9024 | PANEL PORTABLE AIR-LOC CONTROL           | \$ 165 | \$ 389   | \$ 985   |
| 500 | 9027 | ROPE 30' INFLATION HOSE WITH GAUGE       | \$ 14  | \$ 30    | \$ 76    |
| 500 | 9150 | AIR TEST PANEL                           | \$ 191 | \$ 457   | \$ 1,072 |
| 500 | 9525 | PLUG MUNI-BALL 12"-24"                   | \$ 131 | \$ 320   | \$ 768   |
| 500 | 9576 | PLUG PIPE MULTI SIZE 20"-40"             | \$ 159 | \$ 389   | \$ 969   |
| 500 | 9599 | PLUG TEST/FRONT 24-60" W/ RV & SLEEVE    | \$ 295 | \$ 734   | \$ 1,837 |
| 545 | 1505 | 60AMP X 100FT EXT CORD                   | \$ 124 | \$ 245   | \$ 731   |
| 545 | 1506 | 30AMP X 100FT EXT CORD                   | \$ 41  | \$ 79    | \$ 232   |
| 550 | 6100 | HANGING ACOUSTIC NOISE BARRIER 6.5' X 4' | \$ 16  | \$ 30    | \$ 67    |
| 550 | 7065 | TRIPOD RESCUE KIT                        | \$ 125 | \$ 341   | \$ 812   |
| 550 | 8030 | GAS DETECTOR 4 GAS                       | \$ 57  | \$ 199   | \$ 569   |
| 550 | 7073 | RETRIEVAL SYSTEM WINCH WITH 60' CABLE    | \$ 110 | \$ 278   | \$ 679   |
| 550 | 7085 | TRIPOD ALUMINUM RESCUE 5-7' UL           | \$ 108 | \$ 432   | \$ 1,292 |
| 550 | 7116 | LIFE LINE SELF RETRACTING 50'            | \$ 65  | \$ 197   | \$ 583   |
| 550 | 7118 | LIFE LINE RESCUER 50'                    | \$ 123 | \$ 368   | \$ 1,105 |
| 550 | 7119 | LIFE LINE SELF RETRACTING 130'           | \$ 65  | \$ 197   | \$ 583   |
| 550 | 8027 | GAS DETECTOR 4 GAS W/INTEGRAL PUMP       | \$ 91  | \$ 286   | \$ 708   |
| 550 | 8030 | GAS DETECTOR 4 GAS                       | \$ 70  | \$ 176   | \$ 437   |
| 550 | 8032 | GAS DETECTOR 5 GAS                       | \$ 91  | \$ 300   | \$ 823   |
| 550 | 8201 | KIT: TRENCH SHIELD DAVIT ARM SYSTEM      | \$ 255 | \$ 698   | \$ 1,644 |
| 550 | 8202 | KIT: MANHOLE GUARD DAVIT ARM SYSTEM      | \$ 238 | \$ 600   | \$ 1,333 |
| 550 | 8206 | KIT: VEHICLE HITCH DAVIT ARM SYSTEM      | \$ 238 | \$ 600   | \$ 1,333 |

|     |      |                                          |        |          |          |
|-----|------|------------------------------------------|--------|----------|----------|
| 550 | 8227 | MANHOLE GUARD DAVIT ARM                  | \$ 231 | \$ 235   | \$ 608   |
| 550 | 8229 | DAVIT LOWER MAST EXTENSION 36"           | \$ 227 | \$ 484   | \$ 742   |
| 550 | 8233 | DAVIT ARM VEHICLE HITCH MOUNT            | \$ 376 | \$ 1,120 | \$ 2,667 |
| 550 | 8234 | TRENCH SHIELD DAVIT ARM BASE             | \$ 54  | \$ 160   | \$ 368   |
| 550 | 8236 | TRENCH SHIELD DAVIT ARM                  | \$ 205 | \$ 543   | \$ 1,294 |
| 551 | 8060 | TRUCK WITH ARROW BOARD & ATTENUATOR      | \$ 586 | \$ 1,467 | \$ 3,667 |
| 551 | 8080 | TRAILER MOUNTED ATTENUATOR W/ARROWBOARD  | \$ 527 | \$ 1,258 | \$ 3,013 |
| 551 | 2600 | AUTO FLAGGER SYSTEM                      | \$ 620 | \$ 2,016 | \$ 5,665 |
| 551 | 1007 | ARROW BOARD SOLAR                        | \$ 120 | \$ 345   | \$ 710   |
| 551 | 2030 | MESSAGE BOARD SOLAR MINI                 | \$ 302 | \$ 602   | \$ 2,037 |
| 551 | 2055 | MESSAGE BOARD SOLAR                      | \$ 332 | \$ 783   | \$ 1,399 |
| 553 | 3300 | BARREL TRAFFIC CONTROL NR                | \$ 6   | \$ 16    | \$ 36    |
| 553 | 1000 | BARRICADE T1 24" X 8" EG                 | \$ 3   | \$ 11    | \$ 43    |
| 553 | 1090 | BARRICADE T2 24" X 8" EG                 | \$ 4   | \$ 21    | \$ 77    |
| 553 | 1240 | BARRICADE T3 96" X 8" EG BS              | \$ 6   | \$ 31    | \$ 87    |
| 553 | 1270 | BARRICADE T3 96" X 8" HI BS              | \$ 6   | \$ 27    | \$ 73    |
| 553 | 1440 | BARRICADE SAWHORSE 96" X 8" EG BS        | \$ 5   | \$ 17    | \$ 44    |
| 553 | 3060 | GRASPER CONE 42" HI                      | \$ 3   | \$ 9     | \$ 35    |
| 553 | 3090 | TRAFFIC CONE 18" NR STANDARD             | \$ 2   | \$ 3     | \$ 8     |
| 553 | 3120 | TRAFFIC CONE 28" NR STANDARD             | \$ 2   | \$ 3     | \$ 8     |
| 553 | 3140 | TRAFFIC CONE 28" HI STANDARD             | \$ 3   | \$ 5     | \$ 19    |
| 553 | 3265 | CHANNELIZER TUBE 42" WITH 2"-3" HI       | \$ 6   | \$ 9     | \$ 25    |
| 553 | 3330 | BARREL TRAFFIC CONTROL 4" HI             | \$ 3   | \$ 11    | \$ 41    |
| 553 | 3370 | BARREL TRAFFIC CONTROL 6" HI             | \$ 9   | \$ 16    | \$ 43    |
| 553 | 3490 | BARREL BASE TRAFFIC CONTROL TIRE RING    | \$ 3   | \$ 5     | \$ 11    |
| 553 | 3510 | BASE CONE 11-20# RUBBER                  | \$ 3   | \$ 6     | \$ 22    |
| 553 | 3530 | BASE CHANNELIZER TUBE 10-20# RUBBER      | \$ 3   | \$ 9     | \$ 29    |
| 554 | 1037 | BARRIER WALL END 5' WATER FILL           | \$ 21  | \$ 55    | \$ 156   |
| 554 | 2015 | BARRIER WALL WATER FILL TL3 HIGH         | \$ 49  | \$ 91    | \$ 225   |
| 554 | 2020 | Water Filled 6' Barriers -               | \$ 30  | \$ 67    | \$ 180   |
| 554 | 2021 | WATER FILLED BARRIER CRASH ARRAY COMPONE | \$ 55  | \$ 122   | \$ 394   |
| 554 | 1005 | BARRIER WALL 10' CONCRETE                | \$ 18  | \$ 50    | \$ 144   |
| 554 | 8030 | BARRIER WALL LIFTING DEVICE 9000         | \$ 192 | \$ 436   | \$ 1,333 |
| 554 | 8032 | BARRIER WALL LIFTING DEVICE LP 12,000LBS | \$ 146 | \$ 430   | \$ 1,065 |
| 554 | 8034 | BARRIER WALL LIFTING DEVICE 30,000LBS    | \$ 146 | \$ 430   | \$ 1,065 |
| 555 | 1000 | WARNING LIGHT TYPE A FLASH               | \$ 5   | \$ 9     | \$ 27    |
| 555 | 1059 | BALLOON LIGHT 1000WATT WITH STAND        | \$ 84  | \$ 180   | \$ 430   |
| 555 | 1061 | BALLOON LIGHT LED WITH STAND             | \$ 93  | \$ 207   | \$ 495   |
| 555 | 1062 | BALLOON LIGHT 1000-1600 WATT/CART        | \$ 106 | \$ 235   | \$ 561   |
| 555 | 1063 | LOW GLARE LIGHT DIFFUSER                 | \$ 80  | \$ 177   | \$ 421   |
| 556 | 1060 | SIGN ROLLUP REFLECTIVE VINYL 10-16SF     | \$ 5   | \$ 25    | \$ 93    |
| 556 | 1351 | SIGN 48X48 DG BE PREPARED TO STOP        | \$ 5   | \$ 25    | \$ 93    |
| 556 | 1637 | SIGN 48X48 DG ROAD CLOSED                | \$ 11  | \$ 24    | \$ 64    |
| 556 | 1817 | SIGN 48X48 DG END CONSTRUCTION           | \$ 5   | \$ 25    | \$ 93    |
| 556 | 2040 | SIGN VARIABLE LEGEND HI < 10SF           | \$ 9   | \$ 24    | \$ 68    |
| 556 | 3014 | SIGN 48X48 EG END ROAD WORK              | \$ 5   | \$ 25    | \$ 93    |
| 556 | 3120 | PADDLE 24" EG STOP/SLOW                  | \$ 11  | \$ 31    | \$ 62    |
| 556 | 3194 | SIGN 24X12 EG SIDEWALK CLOSED            | \$ 5   | \$ 26    | \$ 95    |
| 556 | 3274 | SIGN 18X24 EG CHEVRON                    | \$ 6   | \$ 17    | \$ 49    |

|     |      |                                                    |        |        |        |
|-----|------|----------------------------------------------------|--------|--------|--------|
| 556 | 3284 | SIGN 48X48 EG ROAD WORK AHEAD                      | \$ 5   | \$ 26  | \$ 95  |
| 556 | 3294 | SIGN 48X48 EG DETOUR AHEAD                         | \$ 5   | \$ 26  | \$ 97  |
| 556 | 3298 | SIGN 48X48 EG ROAD CLOSED AHEAD                    | \$ 5   | \$ 25  | \$ 93  |
| 556 | 3316 | SIGN 48X48 EG FLAGGER (SYMBOL)                     | \$ 5   | \$ 25  | \$ 93  |
| 556 | 3340 | SIGN 48X48 EG SHOULDER CLOSED AHEAD                | \$ 5   | \$ 24  | \$ 89  |
| 556 | 3372 | SIGN 48X48 EG RIGHT MERGE (SYMBOL)                 | \$ 5   | \$ 25  | \$ 93  |
| 556 | 3810 | SIGN 48X48 EG UTILITY WORK AHEAD                   | \$ 5   | \$ 25  | \$ 93  |
| 556 | 5112 | SIGN 48X30 HI ROAD CLOSED                          | \$ 8   | \$ 17  | \$ 39  |
| 556 | 7939 | SIGN 48X48 DF RIGHT LANE CLOSED AHEAD              | \$ 5   | \$ 26  | \$ 95  |
| 556 | 8025 | OBJECT MARKER HI                                   | \$ 3   | \$ 5   | \$ 16  |
| 556 | 8515 | SIGN STAND TRIPOD                                  | \$ 4   | \$ 22  | \$ 83  |
| 556 | 8520 | SIGN STAND PORTABLE WITHOUT SPRING                 | \$ 4   | \$ 22  | \$ 85  |
| 556 | 8545 | SIGN STAND PORTABLE WITH SPRING                    | \$ 22  | \$ 62  | \$ 184 |
| 675 | 9402 | TRENCH BRIDGE WHEEL KIT                            | \$ 40  | \$ 124 | \$ 346 |
| 675 | 9415 | TRENCH BRIDGE STEEL 8'                             | \$ 59  | \$ 172 | \$ 502 |
| 675 | 9435 | TRENCH BRIDGE STEEL 12'                            | \$ 57  | \$ 281 | \$ 835 |
| 675 | 9415 | TRENCH BRIDGE STEEL 8'                             | \$ 59  | \$ 172 | \$ 502 |
| 675 | 9980 | TRENCH GUARD RAIL 4'                               | \$ 11  | \$ 31  | \$ 77  |
| 675 | 9981 | TRENCH GUARD RAIL 4' WITH GATE                     | \$ 12  | \$ 33  | \$ 89  |
| 675 | 9982 | TRENCH GUARD RAIL 6' WITH GATE                     | \$ 14  | \$ 38  | \$ 97  |
| 675 | 9983 | TRENCH GUARD RAIL 6'                               | \$ 12  | \$ 37  | \$ 96  |
| 675 | 9984 | TRENCH GUARD RAIL 8'                               | \$ 18  | \$ 42  | \$ 103 |
| 675 | 9985 | TRENCH GUARD RAIL 8' WITH GATE                     | \$ 24  | \$ 73  | \$ 134 |
| 675 | 9986 | TRENCH GUARD RAIL 10' WITH GATE                    | \$ 27  | \$ 79  | \$ 148 |
| 675 | 9987 | TRENCH GUARD RAIL 10'                              | \$ 19  | \$ 45  | \$ 109 |
| 675 | 9988 | TRENCH GUARD RAIL 12' WITH GATE                    | \$ 29  | \$ 87  | \$ 158 |
| 675 | 9989 | TRENCH GUARD RAIL 12'                              | \$ 22  | \$ 53  | \$ 117 |
| 675 | 9990 | TRENCH GUARD RAIL BRACKET                          | \$ 4   | \$ 8   | \$ 16  |
| 675 | 9994 | MAPS GUARD RAIL BRACKET                            | \$ 1   | \$ 3   | \$ 10  |
| 679 | 1509 | ELECTRIC PIGTAIL                                   | \$ 66  | \$ 131 | \$ 354 |
| 700 | 2000 | LASER SELF LEVELING CONSTRUCTION                   | \$ 79  | \$ 175 | \$ 415 |
| 700 | 2100 | LASER PIPE                                         | \$ 158 | \$ 394 | \$ 982 |
| 900 | 249  | PEDISTRIAN MAT 3' X 5'                             | \$ 10  | \$ 29  | \$ 106 |
| 900 | 250  | COMPOSITE MAT HD                                   | \$ 14  | \$ 99  | \$ 362 |
| 900 | 255  | COMPOSITE MAT MEDIUM DUTY                          | \$ 21  | \$ 54  | \$ 160 |
| 900 | 260  | SHORT INFILLS TO CONNECT PEDESTRIAN MAT            | \$ 1   | \$ 2   | \$ 3   |
| 900 | 265  | LONG INFILLS TO CONNECT PEDESTRIAN MAT             | \$ 1   | \$ 2   | \$ 3   |
| 900 | 300  | COMPOSITE MAT T-BAR TOOL                           | \$ 2   | \$ 10  | \$ 30  |
| 900 | 305  | COMPOSITE MAT PINS                                 | \$ 2   | \$ 3   | \$ 8   |
| 900 | 306  | LIGHT DUTY SINGLE PINS FOR 4X8 MATS                | \$ 1   | \$ 2   | \$ 2   |
| 900 | 307  | LIGHT DUTY DOUBLE PINS FOR 4X8 MATS                | \$ 1   | \$ 2   | \$ 2   |
| 900 | 400  | COMPOSITE TRACK OUT CLEANING MAT                   | \$ 52  | \$ 136 | \$ 269 |
| 900 | 401  | ACCESSORY BAG FOR COMPOSITE TRACK OUT CLEANING MAT | \$ 6   | \$ 21  | \$ 35  |
| 900 | 402  | 18" STAKES FOR TRACK OUT CLEANING MAT              | \$ 1   | \$ 2   | \$ 3   |
| 900 | 403  | 6" CONCRETE SCREW FOR TRACK OUT CLEANING MAT       | \$ 1   | \$ 2   | \$ 3   |
| 900 | 404  | MOVING TOOL FOR TRACK OUT CLEANING MAT             | \$ 3   | \$ 13  | \$ 39  |
| 900 | 405  | CLEANING SHOVEL FOR TRACK OUT CLEANING MAT         | \$ 4   | \$ 16  | \$ 51  |
| 900 | 450  | EASY LIFT HANDLES FOR COMPOSITE MAT ROAD PLATE     | \$ 2   | \$ 11  | \$ 43  |
| 900 | 451  | STORAGE UNIT FOR COMPOSITE MAT ROAD PLATE          | \$ 5   | \$ 38  | \$ 151 |

|     |      |                                       |        |        |          |
|-----|------|---------------------------------------|--------|--------|----------|
| 900 | 452  | COMPOSITE MAT ROAD PLATE END          | \$ 10  | \$ 26  | \$ 73    |
| 900 | 453  | COMPOSITE MAT ROAD PLATE INNER        | \$ 10  | \$ 26  | \$ 73    |
| 920 | 1210 | TOTE BOX SHIPPING LARGE               | \$ 7   | \$ 12  | \$ 18    |
| 920 | 1220 | TOTE BOX SHIPPING MEDIUM              | \$ 4   | \$ 9   | \$ 12    |
| 920 | 1230 | TOTE BOX SHIPPING SMALL               | \$ 2   | \$ 4   | \$ 7     |
| 940 | 5652 | 5" SPREADER BAR (LINEAR FEET)         | \$ 3   | \$ 6   | \$ 16    |
| 940 | 5653 | 6" SPREADER BAR (LINEAR FEET)         | \$ 4   | \$ 8   | \$ 19    |
| 940 | 5655 | 8" SPREADER BAR (LINEAR FEET)         | \$ 8   | \$ 14  | \$ 28    |
| 940 | 5700 | SPREADER BAR TRANSIT RACK             | \$ 6   | \$ 14  | \$ 38    |
| 940 | 6040 | 17"-27" CYLINDER ASSEMBLY             | \$ 25  | \$ 44  | \$ 108   |
| 940 | 6070 | 22"-36" CYLINDER ASSEMBLY             | \$ 25  | \$ 44  | \$ 108   |
| 940 | 6077 | 28"-46" CYLINDER ASSEMBLY             | \$ 25  | \$ 44  | \$ 108   |
| 940 | 6120 | 34"-55" CYLINDER ASSEMBLY             | \$ 25  | \$ 44  | \$ 108   |
| 940 | 6124 | 40"-64" CYLINDER ASSEMBLY             | \$ 29  | \$ 65  | \$ 135   |
| 940 | 6128 | 42"-69" CYLINDER ASSEMBLY             | \$ 29  | \$ 65  | \$ 135   |
| 940 | 6170 | 52"-88" CYLINDER ASSEMBLY             | \$ 29  | \$ 65  | \$ 135   |
| 940 | 6220 | 28"-46" CYLINDER ASSEMBLY             | \$ 25  | \$ 44  | \$ 108   |
| 940 | 6847 | RELEASE TOOL 30"                      | \$ 10  | \$ 23  | \$ 56    |
| 940 | 6850 | RELEASE TOOL 48"                      | \$ 12  | \$ 28  | \$ 68    |
| 940 | 6851 | MANHOLE BRACE RELEASE TOOL 48IN       | \$ 12  | \$ 28  | \$ 48    |
| 940 | 6855 | MANHOLE BRACE RELEASE TOOL 96IN       | \$ 13  | \$ 33  | \$ 68    |
| 940 | 6900 | RELEASE TOOL 72"                      | \$ 15  | \$ 42  | \$ 82    |
| 940 | 6902 | RELEASE TOOL 96"                      | \$ 18  | \$ 44  | \$ 93    |
| 940 | 6907 | REMOVAL HOOK 30"                      | \$ 6   | \$ 19  | \$ 56    |
| 940 | 6910 | REMOVAL HOOK 48"                      | \$ 8   | \$ 23  | \$ 68    |
| 940 | 6916 | REMOVAL HOOK 96"                      | \$ 18  | \$ 31  | \$ 93    |
| 940 | 6928 | MANIFOLD HOSE BRIDLE 4-WAY            | \$ 19  | \$ 45  | \$ 111   |
| 940 | 6950 | SHORING PUMP HAND                     | \$ 45  | \$ 106 | \$ 233   |
| 940 | 6953 | POLYETHYLENE FIN BOARD 4' X 8'        | \$ 22  | \$ 45  | \$ 106   |
| 940 | 6956 | SHORING PUMP 12 VOLT ELECTRIC         | \$ 27  | \$ 316 | \$ 778   |
| 940 | 6960 | FIN BOARD 4' X 8'                     | \$ 16  | \$ 40  | \$ 98    |
| 940 | 6961 | FIN BOARD 4' X 4'                     | \$ 14  | \$ 37  | \$ 87    |
| 940 | 6964 | FIN BOARD 4' X 12'                    | \$ 19  | \$ 46  | \$ 118   |
| 940 | 6974 | CYLINDER EXTENSION 24" VERTICAL SHORE | \$ 4   | \$ 16  | \$ 40    |
| 940 | 6976 | CYLINDER EXTENSION 42" VERTICAL SHORE | \$ 4   | \$ 16  | \$ 56    |
| 940 | 6978 | CYLINDER EXTENSION 56" VERTICAL SHORE | \$ 4   | \$ 14  | \$ 72    |
| 940 | 6987 | CYLINDER EXTENSION 90" VERTICAL SHORE | \$ 24  | \$ 63  | \$ 185   |
| 940 | 7019 | 10' WALER RAIL                        | \$ 21  | \$ 51  | \$ 118   |
| 940 | 7022 | 8' WALER RAIL                         | \$ 37  | \$ 24  | \$ 120   |
| 940 | 7024 | 6' WALER RAIL                         | \$ 18  | \$ 48  | \$ 111   |
| 940 | 7026 | 12' WALER RAIL                        | \$ 22  | \$ 53  | \$ 123   |
| 940 | 7029 | 16' WALER RAIL                        | \$ 24  | \$ 59  | \$ 130   |
| 940 | 7060 | MANHOLE BRACE 3" CYLINDER ASSEMBLY    | \$ 178 | \$ 337 | \$ 1,053 |
| 940 | 7062 | MANHOLE BRACE CYL FOR 10" OVERSLEEVE  | \$ 178 | \$ 392 | \$ 1,053 |
| 940 | 8005 | MODULAR SHIELD PANEL 24" X 4'         | \$ 18  | \$ 53  | \$ 120   |
| 940 | 8705 | ADJUSTABLE SPREADER 24"-36"           | \$ 29  | \$ 62  | \$ 152   |
| 940 | 8707 | ADJUSTABLE SPREADER 28"-46"           | \$ 31  | \$ 49  | \$ 166   |
| 940 | 8712 | ADJUSTABLE SPREADER 36"-60"           | \$ 31  | \$ 49  | \$ 166   |
| 940 | 8720 | ADJUSTABLE SPREADER 52"-88"           | \$ 33  | \$ 72  | \$ 178   |

|     |      |                                          |        |        |          |
|-----|------|------------------------------------------|--------|--------|----------|
| 940 | 8725 | ADJUSTABLE SPREADER 72"-104"             | \$ 40  | \$ 100 | \$ 271   |
| 940 | 8751 | ADJUSTABLE SPREADER 76"-120"             | \$ 43  | \$ 119 | \$ 295   |
| 940 | 9550 | ADJUSTABLE SPREADERS                     | \$ 11  | \$ 28  | \$ 82    |
| 940 | 9560 | LADDER HANGER FOR TRENCH SHIELD          | \$ 10  | \$ 27  | \$ 79    |
| 940 | 9561 | LADDER UPPER SECTION FOR TRENCH SHIELD   | \$ 25  | \$ 54  | \$ 154   |
| 940 | 9563 | 6' LADDER EXTENSION FOR TRENCH SHIELD    | \$ 15  | \$ 29  | \$ 62    |
| 940 | 9619 | STACKING PIN FOR ALUMINUM BOX            | \$ 3   | \$ 9   | \$ 26    |
| 940 | 9625 | 1' EXTENSION FOR ARCH SPREADER           | \$ 21  | \$ 21  | \$ 94    |
| 940 | 9629 | MODULAR SHIELD HIGH CLEARANCE ARCH       | \$ 29  | \$ 114 | \$ 306   |
| 940 | 9630 | ARCH SPREADER                            | \$ 175 | \$ 435 | \$ 1,128 |
| 940 | 9632 | 2' EXTENSION FOR ARCH SPREADER           | \$ 29  | \$ 76  | \$ 192   |
| 940 | 9633 | 3' EXTENSION FOR ARCH SPREADER           | \$ 33  | \$ 85  | \$ 211   |
| 940 | 9634 | 4' EXTENSION FOR ARCH SPREADER           | \$ 37  | \$ 92  | \$ 232   |
| 940 | 9636 | 6' EXTENSION FOR ARCH SPREADER           | \$ 39  | \$ 96  | \$ 294   |
| 940 | 9638 | 8' EXTENSION FOR ARCH SPREADER           | \$ 41  | \$ 114 | \$ 324   |
| 940 | 9641 | ARCH SPREADER A-1 SHORT                  | \$ 132 | \$ 387 | \$ 1,180 |
| 940 | 9718 | ADJUSTABLE SPREADER 108" - 144"          | \$ 46  | \$ 131 | \$ 326   |
| 940 | 9725 | ADJUSTABLE SPREADER 60"-96"              | \$ 43  | \$ 84  | \$ 194   |
| 940 | 9726 | ADJUSTABLE SPREADER 74"-120"             | \$ 43  | \$ 84  | \$ 194   |
| 940 | 9769 | MODULAR SHIELD POST CORNER 24"           | \$ 6   | \$ 15  | \$ 33    |
| 940 | 9774 | MODULAR SHIELD POST CORNER 72"           | \$ 13  | \$ 32  | \$ 83    |
| 940 | 9781 | MODULAR SHIELD POST CORNER 120"          | \$ 17  | \$ 50  | \$ 100   |
| 940 | 9782 | MAPS ARCH TUBE EXTENSION 72" -96"        | \$ 41  | \$ 102 | \$ 254   |
| 940 | 9783 | MAPS ARCH TUBE EXTENSION 96"-120"        | \$ 56  | \$ 143 | \$ 356   |
| 940 | 9785 | MODULAR SHIELD STRUT 36"                 | \$ 9   | \$ 27  | \$ 53    |
| 940 | 9786 | MODULAR SHIELD STRUT 48"                 | \$ 9   | \$ 28  | \$ 78    |
| 940 | 9787 | MODULAR SHIELD STRUT 84"                 | \$ 14  | \$ 38  | \$ 96    |
| 940 | 9788 | MODULAR SHIELD STRUT 60"                 | \$ 12  | \$ 36  | \$ 82    |
| 940 | 9789 | MODULAR SHIELD STRUT 72"                 | \$ 13  | \$ 38  | \$ 90    |
| 940 | 9790 | MODULAR SHIELD STRUT 96"                 | \$ 16  | \$ 41  | \$ 100   |
| 940 | 9794 | STACKING PINS FOR MODULAR ALUMINUM BOX   | \$ 4   | \$ 9   | \$ 23    |
| 940 | 9799 | MAPS END SHIELD 6X6 W/40X40 NRC CUTOUT   | \$ 106 | \$ 271 | \$ 693   |
| 940 | 9813 | MODULAR SHIELD PANEL 24" X 3'            | \$ 18  | \$ 48  | \$ 119   |
| 940 | 9814 | MODULAR SHIELD PANEL 24" X 14'           | \$ 56  | \$ 137 | \$ 265   |
| 940 | 9815 | MODULAR SHIELD PANEL 24" X 5'            | \$ 21  | \$ 52  | \$ 148   |
| 940 | 9816 | MODULAR SHIELD PANEL 24" X 6'            | \$ 26  | \$ 66  | \$ 166   |
| 940 | 9818 | MODULAR SHIELD PANEL 24" X 8'            | \$ 40  | \$ 91  | \$ 216   |
| 940 | 9819 | MODULAR SHIELD PANEL 24" X 16'           | \$ 71  | \$ 166 | \$ 387   |
| 940 | 9820 | MODULAR SHIELD PANEL 24" X 10'           | \$ 44  | \$ 110 | \$ 237   |
| 940 | 9821 | MODULAR SHIELD PANEL 24" X 12'           | \$ 49  | \$ 119 | \$ 245   |
| 940 | 9825 | LIFTING EYES LITE SHIELD (4/SET)         | \$ 4   | \$ 11  | \$ 28    |
| 940 | 9828 | 2' EXTENSION LEGS PACKAGE FOR BOXES      | \$ 10  | \$ 32  | \$ 80    |
| 940 | 9832 | 6' MAPS TEE CONNECTOR                    | \$ 18  | \$ 39  | \$ 92    |
| 940 | 9843 | BBC 120 CORNER END POST 120"             | \$ 30  | \$ 102 | \$ 275   |
| 940 | 9844 | SPLICE PANEL 2' BUILD A BOX              | \$ 4   | \$ 11  | \$ 30    |
| 940 | 9845 | 2' EXTENSION LEGS PACKAGE FOR ALUM BOXES | \$ 29  | \$ 84  | \$ 224   |
| 940 | 9847 | 214 BBP BUILD A BOX PANEL 168"           | \$ 70  | \$ 171 | \$ 473   |
| 940 | 9848 | 216 BBP BUILD A BOX PANEL 192"           | \$ 59  | \$ 170 | \$ 485   |
| 940 | 9850 | 23 BBP BUILD A BOX PANEL 36"             | \$ 19  | \$ 39  | \$ 126   |



|     |      |                                          |        |        |          |
|-----|------|------------------------------------------|--------|--------|----------|
| 940 | 9851 | 24 BBP BUILD A BOX PANEL 48"             | \$ 21  | \$ 46  | \$ 140   |
| 940 | 9852 | 25 BBP BUILD A BOX PANEL 60"             | \$ 22  | \$ 58  | \$ 158   |
| 940 | 9853 | 26 BBP BUILD A BOX PANEL 72"             | \$ 23  | \$ 69  | \$ 176   |
| 940 | 9855 | 28 BBP BUILD A BOX PANEL 96"             | \$ 26  | \$ 79  | \$ 200   |
| 940 | 9856 | 210 BBP BUILD A BOX PANEL 120"           | \$ 30  | \$ 102 | \$ 275   |
| 940 | 9857 | 212 BBP BUILD A BOX PANEL 144"           | \$ 38  | \$ 122 | \$ 306   |
| 940 | 9864 | BBC 24 CORNER END POST 24"               | \$ 13  | \$ 48  | \$ 141   |
| 940 | 9865 | BBC 48 CORNER END POST 48"               | \$ 21  | \$ 46  | \$ 140   |
| 940 | 9866 | BBC 72 CORNER END POST 72"               | \$ 23  | \$ 69  | \$ 176   |
| 940 | 9867 | BBC 96 CORNER END POST 96"               | \$ 23  | \$ 56  | \$ 132   |
| 940 | 9868 | LIFTING LUGS FOR BUILD A BOX (EA         | \$ 3   | \$ 8   | \$ 14    |
| 940 | 9870 | T CORNER END POST 72"                    | \$ 26  | \$ 60  | \$ 147   |
| 940 | 9874 | STACKING LUGS FOR BUILD A BOX            | \$ 8   | \$ 19  | \$ 46    |
| 940 | 9877 | T CORNER END POST 96"                    | \$ 37  | \$ 96  | \$ 267   |
| 940 | 9892 | MAPS ARCH TUBE EXTENSION 60" - 84"       | \$ 29  | \$ 67  | \$ 147   |
| 940 | 9898 | ARCH EXTENSION 5' BUILD A BOX            | \$ 75  | \$ 197 | \$ 504   |
| 940 | 9901 | 6' BAB SHEETING FRAME                    | \$ 39  | \$ 121 | \$ 345   |
| 940 | 9902 | 8' BAB SHEETING FRAME                    | \$ 51  | \$ 137 | \$ 370   |
| 940 | 9903 | 10' BAB SHEETING FRAME                   | \$ 62  | \$ 163 | \$ 461   |
| 940 | 9908 | 8' BAB ALUMINUM SHEETING                 | \$ 19  | \$ 58  | \$ 152   |
| 940 | 9909 | 10' BAB ALUMINUM SHEETING                | \$ 22  | \$ 63  | \$ 159   |
| 941 | 8008 | 2' LEG KIT FOR MANGUARD (4/KIT)          | \$ 31  | \$ 90  | \$ 266   |
| 941 | 8009 | STACKING PIN FOR MANGUARD                | \$ 6   | \$ 15  | \$ 36    |
| 941 | 8010 | MANHOLE SHIELD ROUND 4' X 8'             | \$ 121 | \$ 311 | \$ 782   |
| 941 | 8011 | MANHOLE SHIELD ROUND 4' X 10'            | \$ 127 | \$ 376 | \$ 941   |
| 941 | 8012 | MANHOLE SHIELD ROUND 8' X 6'             | \$ 135 | \$ 321 | \$ 796   |
| 941 | 8013 | MANHOLE SHIELD ROUND 8' X 8.5'           | \$ 179 | \$ 437 | \$ 1,194 |
| 941 | 8014 | MANHOLE SHIELD ROUND 8' X 8.5' W/CUT OUT | \$ 206 | \$ 512 | \$ 1,274 |
| 941 | 8016 | MANHOLE SHIELD ROUND 8' X 10' W/ CUT OUT | \$ 252 | \$ 618 | \$ 1,552 |
| 941 | 8024 | MANHOLE BOX 4' X 8' OCTAGON              | \$ 92  | \$ 338 | \$ 1,053 |
| 941 | 8026 | MANHOLE BOX 4' X 12' OCTAGON             | \$ 175 | \$ 435 | \$ 1,084 |
| 941 | 8028 | MANHOLE BOX 8' X 8' OCTAGON              | \$ 190 | \$ 489 | \$ 1,377 |
| 941 | 8029 | MANHOLE BOX 8' X 10' OCTAGON             | \$ 212 | \$ 542 | \$ 1,603 |
| 941 | 8030 | MANHOLE BOX 8' X 12' OCTAGON             | \$ 327 | \$ 816 | \$ 2,042 |
| 941 | 8033 | MANHOLE BOX 4' X 8'                      | \$ 119 | \$ 281 | \$ 691   |
| 941 | 8035 | MANHOLE BOX 4' X 10'                     | \$ 126 | \$ 335 | \$ 893   |
| 941 | 8037 | MANHOLE BOX 4' X 12'                     | \$ 114 | \$ 369 | \$ 1,038 |
| 941 | 8041 | MANHOLE BOX 8' X 8'                      | \$ 145 | \$ 512 | \$ 1,500 |
| 941 | 8042 | MANHOLE BOX 8' X 8' WITH CUT OUT         | \$ 190 | \$ 504 | \$ 1,511 |
| 941 | 8043 | MANHOLE BOX 8' X 10'                     | \$ 219 | \$ 581 | \$ 1,739 |
| 941 | 8044 | MANHOLE BOX 8' X 10' WITH CUT OUT        | \$ 219 | \$ 581 | \$ 1,739 |
| 941 | 8045 | MANHOLE BOX 8' X 12'                     | \$ 343 | \$ 859 | \$ 2,146 |
| 941 | 8046 | MANHOLE BOX 8' X 12' WITH CUT OUT        | \$ 343 | \$ 859 | \$ 2,146 |
| 941 | 8100 | SPREADER BAR PIN 8"                      | \$ 3   | \$ 5   | \$ 13    |
| 941 | 8101 | SPREADER BAR PIN 10"                     | \$ 11  | \$ 16  | \$ 30    |
| 941 | 8102 | SPREADER BAR PIN 12"                     | \$ 12  | \$ 24  | \$ 43    |
| 941 | 8103 | STACKING PINS FOR STEEL BOXES            | \$ 6   | \$ 15  | \$ 36    |
| 941 | 8110 | PIT KIT COLLAR CONNECTOR (SET OF 4)      | \$ 288 | \$ 891 | \$ 1,761 |
| 941 | 8204 | TRENCH BOX 4' X 8' (4" WALL)             | \$ 108 | \$ 334 | \$ 843   |

|     |      |                                     |        |          |          |
|-----|------|-------------------------------------|--------|----------|----------|
| 941 | 8207 | TRENCH BOX 4' X 10' (4" WALL)       | \$ 166 | \$ 427   | \$ 1,098 |
| 941 | 8210 | TRENCH BOX 4' X 12' (4" WALL)       | \$ 173 | \$ 436   | \$ 1,210 |
| 941 | 8223 | TRENCH BOX 4' X 16' (4" WALL)       | \$ 208 | \$ 557   | \$ 1,466 |
| 941 | 8241 | TRENCH BOX 4' X 20' (4" WALL)       | \$ 248 | \$ 633   | \$ 1,759 |
| 941 | 8244 | TRENCH BOX 4' X 20' (6" WALL)       | \$ 248 | \$ 633   | \$ 1,759 |
| 941 | 8250 | TRENCH BOX 4' X 22' (4" WALL)       | \$ 259 | \$ 651   | \$ 1,955 |
| 941 | 8259 | TRENCH BOX 4' X 24' (4" WALL)       | \$ 275 | \$ 734   | \$ 2,020 |
| 941 | 8262 | TRENCH BOX 4' X 24' (6" WALL)       | \$ 253 | \$ 637   | \$ 1,828 |
| 941 | 8277 | TRENCH BOX 4' X 28' (8" WALL)       | \$ 360 | \$ 892   | \$ 2,229 |
| 941 | 8280 | TRENCH BOX 4' X 32' (8" WALL)       | \$ 379 | \$ 929   | \$ 2,365 |
| 941 | 8300 | TRENCH BOX 6' X 6' (3" WALL)        | \$ 179 | \$ 441   | \$ 1,221 |
| 941 | 8304 | TRENCH BOX 6' X 8' (4" WALL)        | \$ 173 | \$ 427   | \$ 1,185 |
| 941 | 8307 | TRENCH BOX 6' X 10' (4" WALL)       | \$ 201 | \$ 530   | \$ 1,570 |
| 941 | 8310 | TRENCH BOX 6' X 12' (4" WALL)       | \$ 211 | \$ 545   | \$ 1,652 |
| 941 | 8319 | TRENCH BOX 6' X 16' (4" WALL)       | \$ 232 | \$ 598   | \$ 1,779 |
| 941 | 8337 | TRENCH BOX 6' X 20' (4" WALL)       | \$ 294 | \$ 730   | \$ 2,183 |
| 941 | 8355 | TRENCH BOX 6' X 24' (4" WALL)       | \$ 313 | \$ 759   | \$ 2,318 |
| 941 | 8358 | TRENCH BOX 6' X 24' (6" WALL)       | \$ 300 | \$ 746   | \$ 2,230 |
| 941 | 8409 | TRENCH BOX 8' X 8' (4" FB)          | \$ 264 | \$ 643   | \$ 1,607 |
| 941 | 8412 | TRENCH BOX 8' X 10' (3" FB)         | \$ 256 | \$ 636   | \$ 1,576 |
| 941 | 8415 | TRENCH BOX 8' X 10' (4" FB)         | \$ 283 | \$ 701   | \$ 1,740 |
| 941 | 8418 | TRENCH BOX 8' X 12' (4" FB)         | \$ 295 | \$ 733   | \$ 1,814 |
| 941 | 8419 | TRENCH BOX 8' X 12' (4" SKE)        | \$ 295 | \$ 733   | \$ 1,814 |
| 941 | 8420 | TRENCH BOX 8' X 12' (4" KE)         | \$ 295 | \$ 733   | \$ 1,814 |
| 941 | 8422 | TRENCH BOX 8' X 12' (6" FB)         | \$ 295 | \$ 733   | \$ 1,814 |
| 941 | 8424 | TRENCH BOX 8' X 12' (6" KE)         | \$ 295 | \$ 733   | \$ 1,814 |
| 941 | 8425 | TRENCH BOX 8' X 14' (4" FB)         | \$ 301 | \$ 743   | \$ 1,840 |
| 941 | 8427 | TRENCH BOX 8' X 14' (4" W/ CUT OUT) | \$ 301 | \$ 743   | \$ 1,840 |
| 941 | 8431 | TRENCH BOX 8' X 16' (4" FB)         | \$ 386 | \$ 910   | \$ 2,262 |
| 941 | 8432 | TRENCH BOX 8' X 16' (4" SKE)        | \$ 386 | \$ 910   | \$ 2,262 |
| 941 | 8433 | TRENCH BOX 8' X 16' (4" KE)         | \$ 386 | \$ 910   | \$ 2,262 |
| 941 | 8434 | TRENCH BOX 8' X 16' (4" W/ CUT OUT) | \$ 386 | \$ 910   | \$ 2,262 |
| 941 | 8435 | TRENCH BOX 8' X 16' (6" FB)         | \$ 463 | \$ 1,160 | \$ 2,484 |
| 941 | 8436 | TRENCH BOX 8' X 16' (6" SKE)        | \$ 463 | \$ 1,160 | \$ 2,484 |
| 941 | 8437 | TRENCH BOX 8' X 16' (6" KE)         | \$ 463 | \$ 1,160 | \$ 2,484 |
| 941 | 8441 | TRENCH BOX 8' X 18' (4" FB)         | \$ 461 | \$ 1,030 | \$ 2,395 |
| 941 | 8450 | TRENCH BOX 8' X 20' (4" FB)         | \$ 480 | \$ 1,066 | \$ 2,511 |
| 941 | 8451 | TRENCH BOX 8' X 20' (4" SKE)        | \$ 480 | \$ 1,066 | \$ 2,511 |
| 941 | 8452 | TRENCH BOX 8' X 20' (4" KE)         | \$ 480 | \$ 1,066 | \$ 2,511 |
| 941 | 8453 | TRENCH BOX 8' X 20' (6" FB)         | \$ 480 | \$ 1,177 | \$ 2,511 |
| 941 | 8454 | TRENCH BOX 8' X 20' (6" SKE)        | \$ 480 | \$ 1,177 | \$ 2,511 |
| 941 | 8455 | TRENCH BOX 8' X 20' (6" KE)         | \$ 480 | \$ 1,177 | \$ 2,511 |
| 941 | 8456 | TRENCH BOX 8' X 20' (8" FB)         | \$ 480 | \$ 1,066 | \$ 2,511 |
| 941 | 8457 | TRENCH BOX 8' X 20' (8" SKE)        | \$ 480 | \$ 1,066 | \$ 2,511 |
| 941 | 8458 | TRENCH BOX 8' X 20' (8" KE)         | \$ 480 | \$ 1,066 | \$ 2,511 |
| 941 | 8459 | TRENCH BOX 8' X 22' (4" FB)         | \$ 537 | \$ 1,095 | \$ 2,646 |
| 941 | 8468 | TRENCH BOX 8' X 24' (4" FB)         | \$ 539 | \$ 1,160 | \$ 2,891 |
| 941 | 8469 | TRENCH BOX 8' X 24' (4" SKE)        | \$ 539 | \$ 1,215 | \$ 2,891 |
| 941 | 8470 | TRENCH BOX 8' X 24' (4" KE)         | \$ 539 | \$ 1,215 | \$ 2,891 |

|     |      |                                  |        |          |          |
|-----|------|----------------------------------|--------|----------|----------|
| 941 | 8471 | TRENCH BOX 8' X 24' (6" FB)      | \$ 494 | \$ 1,185 | \$ 2,891 |
| 941 | 8472 | TRENCH BOX 8' X 24' (6" SKE)     | \$ 494 | \$ 1,185 | \$ 2,891 |
| 941 | 8473 | TRENCH BOX 8' X 24' (6" KE)      | \$ 494 | \$ 1,185 | \$ 2,891 |
| 941 | 8474 | TRENCH BOX 8' X 24' (8" FB)      | \$ 494 | \$ 1,160 | \$ 2,891 |
| 941 | 8475 | TRENCH BOX 8' X 24' (8" SKE)     | \$ 494 | \$ 1,160 | \$ 2,891 |
| 941 | 8476 | TRENCH BOX 8' X 24' (8" KE)      | \$ 494 | \$ 1,160 | \$ 2,891 |
| 941 | 8487 | TRENCH BOX 8' X 28' (6" SKE)     | \$ 500 | \$ 1,212 | \$ 4,025 |
| 941 | 8490 | TRENCH BOX 8' X 28' (8" SKE)     | \$ 500 | \$ 1,212 | \$ 4,025 |
| 941 | 8495 | TRENCH BOX 8' X 30'              | \$ 596 | \$ 1,440 | \$ 4,031 |
| 941 | 8510 | TRENCH BOX 10' X 10' (4" FB)     | \$ 383 | \$ 913   | \$ 2,339 |
| 941 | 8511 | TRENCH BOX 10' X 10' (4" SKE)    | \$ 383 | \$ 913   | \$ 2,339 |
| 941 | 8512 | TRENCH BOX 10' X 10' (4" KE)     | \$ 383 | \$ 913   | \$ 2,339 |
| 941 | 8515 | TRENCH BOX 10' X 12' (4" FB)     | \$ 388 | \$ 943   | \$ 2,354 |
| 941 | 8516 | TRENCH BOX 10' X 12' (4" SKE)    | \$ 388 | \$ 943   | \$ 2,354 |
| 941 | 8518 | TRENCH BOX 10' X 12' (6" FB)     | \$ 388 | \$ 943   | \$ 2,354 |
| 941 | 8527 | TRENCH BOX 10' X 16' (4" FB)     | \$ 450 | \$ 1,145 | \$ 2,797 |
| 941 | 8528 | TRENCH BOX 10' X 16' (4" SKE)    | \$ 450 | \$ 1,145 | \$ 2,797 |
| 941 | 8529 | TRENCH BOX 10' X 16' (4" KE)     | \$ 450 | \$ 1,145 | \$ 2,797 |
| 941 | 8530 | TRENCH BOX 10' X 16' (6" FB)     | \$ 450 | \$ 1,145 | \$ 2,797 |
| 941 | 8531 | TRENCH BOX 10' X 16' (6" SKE)    | \$ 450 | \$ 1,145 | \$ 2,797 |
| 941 | 8532 | TRENCH BOX 10' X 16' (6" KE)     | \$ 450 | \$ 1,145 | \$ 2,797 |
| 941 | 8545 | TRENCH BOX 10' X 20' (4" FB)     | \$ 523 | \$ 1,268 | \$ 3,158 |
| 941 | 8548 | TRENCH BOX 10' X 20' (6" FB)     | \$ 523 | \$ 1,268 | \$ 3,158 |
| 941 | 8549 | TRENCH BOX 10' X 20' (6" SKE)    | \$ 523 | \$ 1,268 | \$ 3,158 |
| 941 | 8550 | TRENCH BOX 10' X 20' (6" KE)     | \$ 523 | \$ 1,268 | \$ 3,158 |
| 941 | 8552 | TRENCH BOX 10' X 20' (8" SKE)    | \$ 523 | \$ 1,268 | \$ 3,158 |
| 941 | 8557 | TRENCH BOX 10' X 22' (6" FB)     | \$ 537 | \$ 1,285 | \$ 3,197 |
| 941 | 8563 | TRENCH BOX 10' X 24' (4" FB)     | \$ 564 | \$ 1,440 | \$ 3,455 |
| 941 | 8566 | TRENCH BOX 10' X 24' (6" FB)     | \$ 564 | \$ 1,440 | \$ 3,455 |
| 941 | 8567 | TRENCH BOX 10' X 24' (6" SKE)    | \$ 564 | \$ 1,440 | \$ 3,455 |
| 941 | 8568 | TRENCH BOX 10' X 24' (6" KE)     | \$ 564 | \$ 1,440 | \$ 3,455 |
| 941 | 8569 | TRENCH BOX 10' X 24' (8" FB)     | \$ 564 | \$ 1,440 | \$ 3,455 |
| 941 | 8570 | TRENCH BOX 10' X 24' (8" SKE)    | \$ 564 | \$ 1,440 | \$ 3,455 |
| 941 | 8573 | TRENCH BOX 10' X 24' (8" KE)     | \$ 564 | \$ 1,440 | \$ 3,455 |
| 941 | 8581 | TRENCH BOX 10' X 28' (8" FB)     | \$ 653 | \$ 1,564 | \$ 3,542 |
| 941 | 8593 | TRENCH BOX 10' X 32'             | \$ 700 | \$ 1,747 | \$ 4,370 |
| 941 | 9025 | TAPPING BOX STACKER 4' X 8' X 8' | \$ 112 | \$ 267   | \$ 658   |
| 941 | 9705 | BEDDING BOX 5 YARD               | \$ 275 | \$ 634   | \$ 1,582 |
| 941 | 9707 | BEDDING BOX 7 YARD               | \$ 376 | \$ 666   | \$ 2,044 |
| 941 | 9709 | BEDDING BOX 9 YARD               | \$ 394 | \$ 981   | \$ 2,347 |
| 941 | 9710 | BEDDING BOX 9 YARD HEAVY DUTY    | \$ 394 | \$ 981   | \$ 2,347 |
| 941 | 9713 | BEDDING BOX 12 YARD HEAVY DUTY   | \$ 374 | \$ 931   | \$ 2,655 |
| 942 | 1000 | KIT:1.5' SHORE 17-27" CYL        | \$ 21  | \$ 27    | \$ 63    |
| 942 | 1010 | KIT:1.5' SHORE 22-36" CYL        | \$ 22  | \$ 28    | \$ 82    |
| 942 | 1020 | KIT:1.5' SHORE 28-46" CYL        | \$ 24  | \$ 38    | \$ 97    |
| 942 | 1030 | KIT:1.5' SHORE 34-55" CYL        | \$ 26  | \$ 52    | \$ 119   |
| 942 | 1040 | KIT:1.5' SHORE 40-64" CYL        | \$ 29  | \$ 55    | \$ 133   |
| 942 | 1060 | KIT:1.5' SHORE 52-88" CYL        | \$ 29  | \$ 65    | \$ 135   |
| 942 | 1080 | KIT:2' SHORE 17-27" CYL          | \$ 21  | \$ 27    | \$ 63    |



|     |      |                                        |        |        |          |
|-----|------|----------------------------------------|--------|--------|----------|
| 942 | 1090 | KIT:2' SHORE 22-36" CYL                | \$ 22  | \$ 28  | \$ 82    |
| 942 | 1110 | KIT:2' SHORE 28-46" CYL                | \$ 24  | \$ 38  | \$ 97    |
| 942 | 1130 | KIT:2' SHORE 40-64" CYL                | \$ 29  | \$ 55  | \$ 133   |
| 942 | 1140 | KIT:2' SHORE 52-88" CYL                | \$ 29  | \$ 65  | \$ 135   |
| 942 | 1160 | KIT:3.5' SHORE 22-36" CYL              | \$ 24  | \$ 54  | \$ 138   |
| 942 | 1170 | KIT:3.5' SHORE 17-27" CYL              | \$ 25  | \$ 58  | \$ 146   |
| 942 | 1190 | KIT:3.5' SHORE 34-55" CYL              | \$ 38  | \$ 86  | \$ 210   |
| 942 | 1200 | KIT:3.5' SHORE 40-64" CYL              | \$ 38  | \$ 92  | \$ 230   |
| 942 | 1220 | KIT:3.5' SHORE 28-46" CYL              | \$ 30  | \$ 79  | \$ 187   |
| 942 | 1230 | KIT:3.5' SHORE 52-88" CYL              | \$ 38  | \$ 92  | \$ 230   |
| 942 | 1240 | KIT:5' SHORE 17-27" CYL                | \$ 25  | \$ 59  | \$ 151   |
| 942 | 1250 | KIT:5' SHORE 22-36" CYL                | \$ 25  | \$ 59  | \$ 150   |
| 942 | 1270 | KIT:5' SHORE 34-55" CYL                | \$ 38  | \$ 86  | \$ 210   |
| 942 | 1280 | KIT:5' SHORE 40-64" CYL                | \$ 38  | \$ 92  | \$ 230   |
| 942 | 1300 | KIT:5' SHORE 52-88" CYL                | \$ 38  | \$ 92  | \$ 230   |
| 942 | 1310 | KIT:5' SHORE 28-46" CYL                | \$ 38  | \$ 98  | \$ 233   |
| 942 | 1320 | KIT:7' SHORE 28-46" CYL                | \$ 40  | \$ 104 | \$ 247   |
| 942 | 1330 | KIT:7' SHORE 22-36" CYL                | \$ 26  | \$ 60  | \$ 154   |
| 942 | 1340 | KIT:7' SHORE 17-27" CYL                | \$ 25  | \$ 62  | \$ 152   |
| 942 | 1360 | KIT:7' SHORE 34-55" CYL                | \$ 38  | \$ 86  | \$ 210   |
| 942 | 1370 | KIT:7' SHORE 40-64" CYL                | \$ 38  | \$ 92  | \$ 230   |
| 942 | 1390 | KIT:7' SHORE 52-88" CYL                | \$ 38  | \$ 92  | \$ 230   |
| 942 | 6675 | TRENCH BOX ALUMINUM 6' X 10'           | \$ 272 | \$ 679 | \$ 1,692 |
| 942 | 6779 | SHIELD HYDRAULIC 6' X 8'               | \$ 266 | \$ 646 | \$ 1,812 |
| 942 | 6780 | SHIELD HYDRAULIC 6' X 6'               | \$ 233 | \$ 581 | \$ 1,440 |
| 942 | 6781 | SHIELD HYDRAULIC 8' X 8'               | \$ 288 | \$ 721 | \$ 1,874 |
| 942 | 6783 | SHIELD HYDRAULIC 8' X 10'              | \$ 313 | \$ 778 | \$ 2,119 |
| 942 | 6785 | SHIELD HYDRAULIC 8' X 12'              | \$ 320 | \$ 816 | \$ 2,284 |
| 942 | 6815 | SHIELD ALUMINUM 4' X 8'                | \$ 133 | \$ 464 | \$ 1,160 |
| 942 | 6819 | TRENCH BOX ALUMINUM 4' X 12'           | \$ 133 | \$ 473 | \$ 1,174 |
| 942 | 6820 | TRENCH BOX ALUM 4' X 12' W/STEEL FRAME | \$ 161 | \$ 480 | \$ 1,430 |
| 942 | 6825 | TRENCH BOX ALUM 6' X 6'                | \$ 214 | \$ 532 | \$ 1,334 |
| 942 | 6835 | TRENCH BOX ALUM 8' X 8' W/STEEL FRAME  | \$ 179 | \$ 537 | \$ 1,601 |
| 942 | 6838 | TRENCH BOX ALUM 8' X 10' W/STEEL FRAME | \$ 208 | \$ 619 | \$ 1,851 |
| 942 | 6840 | TRENCH BOX ALUM 8' X 12' W/STEEL FRAME | \$ 264 | \$ 777 | \$ 2,218 |
| 942 | 6842 | TRENCH BOX ALUM 8' X 14' W/STEEL FRAME | \$ 341 | \$ 847 | \$ 2,278 |
| 942 | 6844 | TRENCH BOX ALUM 8' X 16' W/STEEL FRAME | \$ 391 | \$ 957 | \$ 2,387 |
| 942 | 8268 | END MEMBER 2'                          | \$ 4   | \$ 17  | \$ 25    |
| 942 | 8270 | END MEMBER 4'                          | \$ 4   | \$ 14  | \$ 33    |
| 942 | 8272 | END MEMBER 6'                          | \$ 6   | \$ 19  | \$ 55    |
| 942 | 8274 | END MEMBER 12'                         | \$ 14  | \$ 33  | \$ 91    |
| 942 | 8276 | END MEMBER 8'                          | \$ 9   | \$ 29  | \$ 69    |
| 942 | 8277 | END MEMBER 10'                         | \$ 11  | \$ 33  | \$ 79    |
| 942 | 8286 | END SHORE 5'                           | \$ 96  | \$ 262 | \$ 751   |
| 942 | 8324 | END SHORE 6'                           | \$ 153 | \$ 393 | \$ 917   |
| 942 | 8325 | END SHORE 8'                           | \$ 158 | \$ 409 | \$ 1,072 |
| 942 | 8330 | SPEED STRUT MOD 40 (26"-40")           | \$ 18  | \$ 38  | \$ 96    |
| 942 | 8334 | SPEED STRUT MOD 50 (32"-50")           | \$ 21  | \$ 45  | \$ 105   |
| 942 | 8336 | SPEED STRUT MOD 59 (38"-59")           | \$ 23  | \$ 51  | \$ 110   |

|     |      |                                        |        |          |          |
|-----|------|----------------------------------------|--------|----------|----------|
| 942 | 8340 | SPEED STRUT MOD 68 (44"-68") HYDRAULIC | \$ 32  | \$ 68    | \$ 166   |
| 942 | 8344 | SPEED STRUT MOD 92 (56"-92")           | \$ 36  | \$ 82    | \$ 185   |
| 942 | 8348 | ADJUSTABLE SPREADER 26"-36"            | \$ 29  | \$ 62    | \$ 152   |
| 942 | 8350 | ADJUSTABLE SPREADER 27"-36"            | \$ 29  | \$ 62    | \$ 152   |
| 942 | 8351 | ADJUSTABLE SPREADER 35"-48"            | \$ 31  | \$ 49    | \$ 166   |
| 942 | 8352 | ADJUSTABLE SPREADER 32"-48"            | \$ 31  | \$ 49    | \$ 166   |
| 942 | 8354 | ADJUSTABLE SPREADER 52"-84"            | \$ 33  | \$ 72    | \$ 178   |
| 942 | 8356 | ADJUSTABLE SPREADER 40"-60"            | \$ 31  | \$ 49    | \$ 166   |
| 942 | 8360 | ADJUSTABLE SPREADER 48"-72"            | \$ 37  | \$ 79    | \$ 185   |
| 942 | 8388 | ADJUSTABLE STRUTS 56"-92" STATIC       | \$ 40  | \$ 100   | \$ 271   |
| 942 | 9084 | TRENCH BOX ALUMINUM 8' X 8'            | \$ 289 | \$ 717   | \$ 1,763 |
| 942 | 9092 | TRENCH BOX ALUMINUM 8' X 10'           | \$ 301 | \$ 751   | \$ 2,227 |
| 942 | 9111 | TRENCH BOX ALUMINUM 8' X 12'           | \$ 324 | \$ 835   | \$ 2,313 |
| 942 | 9116 | TRENCH BOX ALUMINUM 8' X 14'           | \$ 354 | \$ 865   | \$ 2,511 |
| 942 | 9257 | TRENCH BOX ALUMINUM 6' X 8'            | \$ 232 | \$ 568   | \$ 1,595 |
| 942 | 9266 | TRENCH BOX ALUMINUM 6' X 12'           | \$ 198 | \$ 584   | \$ 1,765 |
| 942 | 9273 | TRENCH BOX ALUMINUM 10' X 10'          | \$ 217 | \$ 639   | \$ 1,907 |
| 942 | 9277 | TRENCH BOX ALUMINUM 10' X 12'          | \$ 281 | \$ 841   | \$ 2,420 |
| 942 | 9310 | TRENCH BOX ALUMINUM 8' X 16'           | \$ 378 | \$ 913   | \$ 2,636 |
| 942 | 9315 | TRENCH BOX ALUMINUM 8' X 6'            | \$ 205 | \$ 524   | \$ 1,308 |
| 942 | 9435 | PANEL SHIELD ALUMINUM 6' X 16'         | \$ 370 | \$ 913   | \$ 2,274 |
| 943 | 4133 | TRENCH SHIELD SHEETING GUIDE 16'       | \$ 208 | \$ 578   | \$ 1,680 |
| 943 | 4134 | TRENCH SHIELD SHEETING GUIDE 20'       | \$ 408 | \$ 1,009 | \$ 2,523 |
| 943 | 4138 | TRENCH SHIELD SHEETING CORNER 6'       | \$ 97  | \$ 281   | \$ 820   |
| 944 | 9801 | EXIT GRID RAMP                         | \$ 42  | \$ 99    | \$ 287   |
| 944 | 9820 | ROAD PLATE 4' X 16'                    | \$ 56  | \$ 138   | \$ 342   |
| 944 | 9825 | ROAD PLATE 4' X 20'                    | \$ 69  | \$ 167   | \$ 417   |
| 944 | 9840 | ROAD PLATE 8' X 15'                    | \$ 96  | \$ 221   | \$ 532   |
| 944 | 9891 | GROUND RELEASE SHACKLE                 | \$ 24  | \$ 70    | \$ 211   |
| 944 | 9892 | LIFTING TOOL CROSSING PLATE            | \$ 9   | \$ 25    | \$ 62    |
| 944 | 9893 | LIFTING DEVICE                         | \$ 5   | \$ 19    | \$ 94    |
| 944 | 9894 | LIFTING RING SWIVEL 1.25"              | \$ 6   | \$ 22    | \$ 64    |
| 944 | 9895 | CROSSING PLATE LIFT SCREW 1.25"        | \$ 8   | \$ 19    | \$ 56    |
| 944 | 9897 | PLATE LIFTING RING STANDARD            | \$ 5   | \$ 19    | \$ 55    |
| 944 | 9909 | ROAD PLATE 4' X 12'                    | \$ 52  | \$ 130   | \$ 386   |
| 944 | 9914 | ROAD PLATE 4' X 8'                     | \$ 45  | \$ 119   | \$ 287   |
| 944 | 9917 | ROAD PLATE 4' X 10'                    | \$ 45  | \$ 121   | \$ 293   |
| 944 | 9920 | ROAD PLATE 5' X 8'                     | \$ 54  | \$ 152   | \$ 382   |
| 944 | 9921 | TREAD CLEANING PLATE 8' X 12'          | \$ 53  | \$ 123   | \$ 357   |
| 944 | 9924 | ROAD PLATE 5' X 10'                    | \$ 56  | \$ 162   | \$ 395   |
| 944 | 9926 | ROAD PLATE 5' X 12'                    | \$ 65  | \$ 163   | \$ 403   |
| 944 | 9928 | ROAD PLATE 6' X 8'                     | \$ 64  | \$ 162   | \$ 411   |
| 944 | 9930 | ROAD PLATE 6' X 10'                    | \$ 69  | \$ 170   | \$ 424   |
| 944 | 9932 | ROAD PLATE 6' X 12'                    | \$ 69  | \$ 172   | \$ 429   |
| 944 | 9935 | ROAD PLATE 6' X 16'                    | \$ 97  | \$ 267   | \$ 748   |
| 944 | 9937 | ROAD PLATE 8' X 16' X 1 1/2"           | \$ 97  | \$ 267   | \$ 748   |
| 944 | 9940 | ROAD PLATE 8' X 8'                     | \$ 77  | \$ 177   | \$ 492   |
| 944 | 9941 | ROAD PLATE 8' X 14'                    | \$ 72  | \$ 183   | \$ 456   |
| 944 | 9942 | ROAD PLATE 8' X 10'                    | \$ 82  | \$ 183   | \$ 508   |

|                           |              |                                         |            |             |              |
|---------------------------|--------------|-----------------------------------------|------------|-------------|--------------|
| 944                       | 9943         | ROAD PLATE 8' X 12'                     | \$ 84      | \$ 198      | \$ 515       |
| 944                       | 9944         | ROAD PLATE 8' X 16'                     | \$ 89      | \$ 217      | \$ 543       |
| 944                       | 9945         | ROAD PLATE 8' X 15' X 1"                | \$ 89      | \$ 217      | \$ 543       |
| 944                       | 9946         | ROAD PLATE 8' X 20'                     | \$ 95      | \$ 232      | \$ 578       |
| 944                       | 9956         | TREAD CLEANING PLATE 8' X 10'           | \$ 124     | \$ 247      | \$ 492       |
| 944                       | 9958         | ROAD PLATE 6' X 20'                     | \$ 97      | \$ 267      | \$ 748       |
| 944                       | 9961         | MANHOLE VACUUM TEST PUMP                | \$ 92      | \$ 219      | \$ 764       |
| 944                       | 9965         | MANHOLE VACUUM TEST COVER 24"-30"       | \$ 81      | \$ 237      | \$ 706       |
| 944                       | 9967         | MANHOLE VACUUM TEST COVER 30"-36"       | \$ 81      | \$ 283      | \$ 846       |
| 944                       | 9972         | MANHOLE TESTER 24" COMPLETE             | \$ 220     | \$ 519      | \$ 1,253     |
| 944                       | 9974         | MANHOLE TESTER 38" COMPLETE             | \$ 86      | \$ 261      | \$ 1,511     |
| 944                       | 9976         | MANHOLE TESTER 38" WITHOUT PUMP         | \$ 70      | \$ 203      | \$ 626       |
| 944                       | 9991         | PEL-GUARD MANHOLE GUARD                 | \$ 58      | \$ 114      | \$ 351       |
| <b>UTV's / Golf Carts</b> |              |                                         |            |             |              |
| <b>Cat</b>                | <b>Class</b> | <b>Description</b>                      | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 955                       | 1000         | GOLF CART ELECTRIC                      | \$ 108     | \$ 242      | \$ 551       |
| 955                       | 1001         | GOLF CART GAS                           | \$ 111     | \$ 243      | \$ 552       |
| 955                       | 1005         | INDUSTRIAL ELECTRIC CART 3 WHEELED      | \$ 64      | \$ 163      | \$ 494       |
| 955                       | 1110         | INDUSTRIAL ELECTRIC CART 4 WHEELED      | \$ 145     | \$ 290      | \$ 642       |
| 955                       | 1112         | INDUSTRIAL GAS CART 4 WHEEL             | \$ 141     | \$ 290      | \$ 585       |
| 955                       | 1115         | UTV 2WD GAS 2SEAT CANOPY                | \$ 141     | \$ 322      | \$ 678       |
| 955                       | 1116         | UTV 2WD GAS 4SEAT CANOPY                | \$ 141     | \$ 322      | \$ 678       |
| 955                       | 1117         | UTV 2WD GAS 6SEAT CANOPY                | \$ 141     | \$ 322      | \$ 678       |
| 955                       | 1118         | UTV 4WD GAS 4SEAT CAB                   | \$ 196     | \$ 391      | \$ 782       |
| 955                       | 1119         | UTV 4WD DSL 2SEAT ROPS                  | \$ 181     | \$ 384      | \$ 770       |
| 955                       | 1120         | UTV 4WD GAS 2SEAT ROPS                  | \$ 181     | \$ 384      | \$ 770       |
| 955                       | 1121         | UTV 4WD GAS 4SEAT ROPS                  | \$ 196     | \$ 391      | \$ 782       |
| 955                       | 1122         | UTV 4WD GAS 2SEAT CAB                   | \$ 181     | \$ 384      | \$ 770       |
| 955                       | 1123         | UTV 4WD DSL 4SEAT CAB                   | \$ 206     | \$ 429      | \$ 866       |
| 955                       | 1124         | UTV 4WD DSL 4SEAT ROPS                  | \$ 180     | \$ 410      | \$ 814       |
| 955                       | 1125         | UTV 4WD DSL W/TOOL ATTACH SYSTEM        | \$ 200     | \$ 433      | \$ 2,081     |
| 955                       | 1126         | UTV 4WD DSL 2SEAT CAB                   | \$ 198     | \$ 388      | \$ 744       |
| 955                       | 1140         | UTV 2WD ELEC 4SEAT CANOPY               | \$ 161     | \$ 339      | \$ 754       |
| 955                       | 1150         | UTV 2WD ELEC 2SEAT CANOPY               | \$ 125     | \$ 281      | \$ 635       |
| <b>Welding Equipment</b>  |              |                                         |            |             |              |
| <b>Cat</b>                | <b>Class</b> | <b>Description</b>                      | <b>Day</b> | <b>Week</b> | <b>Month</b> |
| 975                       | 1180         | WELDER ARC 180-189 AMP GAS              | \$ 99      | \$ 244      | \$ 611       |
| 975                       | 1225         | WELDER ARC 225 AMP                      | \$ 110     | \$ 273      | \$ 684       |
| 975                       | 1250         | WELDER ARC 250 AMP GAS/DIESEL           | \$ 109     | \$ 279      | \$ 698       |
| 975                       | 1255         | WELDER ARC 250 AMP LP GAS               | \$ 109     | \$ 273      | \$ 600       |
| 975                       | 1271         | WELDER ARC 280 AMP INVERTER             | \$ 56      | \$ 124      | \$ 295       |
| 975                       | 1300         | WELDER ARC 300 AMP GAS/DSL SKID MOUNTED | \$ 119     | \$ 290      | \$ 724       |
| 975                       | 1350         | WELDER ARC 300 AMP GAS/DIESEL TOWABLE   | \$ 119     | \$ 283      | \$ 684       |
| 975                       | 1356         | WELDER ARC 350 AMP WCC INVERTER         | \$ 120     | \$ 268      | \$ 639       |
| 975                       | 1358         | WELDER ARC 350 AMP CC/CV INVERTER       | \$ 94      | \$ 208      | \$ 495       |
| 975                       | 1360         | WELDER ARC 350 AMP GAS/DIESEL PORTABLE  | \$ 184     | \$ 464      | \$ 704       |
| 975                       | 1399         | WELDER ARC 400 AMP DIESEL DUAL OPERATOR | \$ 168     | \$ 381      | \$ 821       |
| 975                       | 1400         | WELDER ARC 400 AMP DIESEL               | \$ 124     | \$ 295      | \$ 720       |
| 975                       | 1450         | WELDER ARC 450 AMP INVERTER             | \$ 111     | \$ 248      | \$ 582       |

|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------------|--------|--------|----------|
| 975                                                                                                                                                                                                                                                                                                                                                    | 1500 | WELDER ARC 500 AMP GAS/DIESEL      | \$ 139 | \$ 321 | \$ 792   |
| 975                                                                                                                                                                                                                                                                                                                                                    | 2017 | WELDER LEAD 2/0 10' STINGER        | \$ 13  | \$ 36  | \$ 67    |
| 975                                                                                                                                                                                                                                                                                                                                                    | 2018 | WELDER LEAD 2/0 10' GROUND         | \$ 11  | \$ 34  | \$ 64    |
| 975                                                                                                                                                                                                                                                                                                                                                    | 2050 | WELDER LEAD 50' STINGER AND GROUND | \$ 26  | \$ 33  | \$ 59    |
| 975                                                                                                                                                                                                                                                                                                                                                    | 2205 | WELDER LEAD 50' EXTRA              | \$ 22  | \$ 43  | \$ 82    |
| 975                                                                                                                                                                                                                                                                                                                                                    | 2210 | WELDER LEAD 100' EXTRA             | \$ 16  | \$ 36  | \$ 87    |
| 975                                                                                                                                                                                                                                                                                                                                                    | 2525 | PLUG CANNON 60 AMP MALE            | \$ 16  | \$ 39  | \$ 94    |
| 975                                                                                                                                                                                                                                                                                                                                                    | 4560 | KIT: 350AMP CC/CV INVERTER 4-PACK  | \$ 248 | \$ 552 | \$ 1,315 |
| 975                                                                                                                                                                                                                                                                                                                                                    | 5000 | MIG WELDER WITH CONTROLS           | \$ 88  | \$ 205 | \$ 487   |
| 975                                                                                                                                                                                                                                                                                                                                                    | 7525 | CUTTER PLASMA 7/8" CAPACITY        | \$ 181 | \$ 405 | \$ 963   |
| 975                                                                                                                                                                                                                                                                                                                                                    | 7530 | CUTTER PLASMA 1" CAPACITY          | \$ 341 | \$ 757 | \$ 1,805 |
| <div>Purple Highlighted DOES NOT include service and will require adding cat class 75-2085</div> <div>Green Highlighted would require 75-2070 for 1X Week / 4X Month Service</div> <div>Blue Highlighted would require 75-2080 for 1X Week / 4X Month Service</div> <div>Orange Highlighted would require 75-2075 for 1X Week / 4X Month Service</div> |      |                                    |        |        |          |
|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
| Modular Fence rentals will include consumable retail sales items to be quoted at the time of rental based on the quantities of the order.                                                                                                                                                                                                              |      |                                    |        |        |          |
|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
| <b><u>**Standard Delivery during normal working hours**</u></b>                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
| Delivery/Pickup Charges = \$160.69 flat charge (each way) then \$4.19 per mile                                                                                                                                                                                                                                                                         |      |                                    |        |        |          |
|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
| <b><u>**After Hours, Weekends, and Holidays**</u></b>                                                                                                                                                                                                                                                                                                  |      |                                    |        |        |          |
| An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.                                                                                                                              |      |                                    |        |        |          |
|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
| <b><u>**Third Party Hauling Charges**</u></b>                                                                                                                                                                                                                                                                                                          |      |                                    |        |        |          |
| In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.                                                                                                                                          |      |                                    |        |        |          |
|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
| <b><u>**Oversize/Permitted Loads**</u></b>                                                                                                                                                                                                                                                                                                             |      |                                    |        |        |          |
| All applicable fees will be communicated at time of service.                                                                                                                                                                                                                                                                                           |      |                                    |        |        |          |
|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |
| <b><u>**Over Time Charges**</u></b>                                                                                                                                                                                                                                                                                                                    |      |                                    |        |        |          |
| Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.                                                                                                                                                                                           |      |                                    |        |        |          |
|                                                                                                                                                                                                                                                                                                                                                        |      |                                    |        |        |          |

**\*\*Truck Rental Allowance (US)\*\***

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 2000 mile per 28 day monthly billing cycle and a \$0.22 Per Mile charge shall be assessed when monthly miles exceed the 2,000 miles allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

**\*\*Rental Equipment Fuel Service\*\***

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

**Installation, Set up Costs for Specialty Equipment Rental Solutions**

United Rentals' proposal includes specialty equipment solutions that may require additional labor costs as a result of setup, installation, mandatory training, or initial inspection. The estimated labor costs will be based on the hourly rate schedule posted in the repair / service tab and negotiated at the time of the rental quote.

**A.) Storage & Office Solutions**

Rentals may require additional equipment and services, such as site preparation, ramps, anchoring and tie-downs, skirting and other materials and supplies for ground level offices, office trailers and modular buildings. These consumable items along with labor charges are not included in the scheduled rental rate or transportation fees and will be quoted at the time of rental. Labor and consumables associated with the additional equipment and services will be charged at the parts, labor & service rate approved for Sourcewell customers.

**B.) Power and HVAC**

Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades.

**C.) Trench Safety**

Services may include the engineering, delivery and pickup of the trench/shoring system (the "System").

**D.) Fluid Solutions**

May include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Tank Rentals may include 3rd party cleaning fees unless customer can provide "certified washed / cleaned" documentation.

**E.) Portable Restroom Services**

Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti.

**F.) Scaffolding Services**

May include the installation and dismantling of scaffolding, including all parts and accessories.

**G.) Vehicle**

May include the installation of customized truck parts and accessories.



| Catalog Item name                                                                                | Rentalman Item #    | Learning Settings | Duration                       | Expiration    | UAU Pricing (USD) | Member Price (10% off list price) |
|--------------------------------------------------------------------------------------------------|---------------------|-------------------|--------------------------------|---------------|-------------------|-----------------------------------|
| Hazard Communication Requirements                                                                | AIC_015_EL_EN       | Online            | 45 - 60 minutes                | no expiration | \$29              | \$26                              |
| Defensive Driving Procedures                                                                     | AIC_019_EL_EN       | Online            | 45 - 60 minutes                | no expiration | \$29              | \$26                              |
| Hazardous Waste Management Requirements                                                          | AIC_057_EL_EN       | Online            | 60 - 90 minutes                | no expiration | \$35              | \$32                              |
| Transportation Requirements for Shippers                                                         | AIC_062_EL_EN       | Online            | 60 - 90 minutes                | no expiration | \$35              | \$32                              |
| Winter Driving Procedures                                                                        | AIC_068_EL_EN       | Online            | 45 - 60 minutes                | no expiration | \$29              | \$26                              |
| Job Safety Analysis Procedures                                                                   | AIC_083_EL_EN       | Online            | 45 - 60 minutes                | no expiration | \$29              | \$26                              |
| Job Safety Analysis Procedures for Supervisors                                                   | AIC_084_EL_EN       | Online            | 45 - 60 minutes                | no expiration | \$29              | \$26                              |
| Hydrogen Sulfide Control Procedures                                                              | AIC_092_EL_EN       | Online            | 60 - 90 minutes                | no expiration | \$35              | \$32                              |
| Transportation Security Requirements                                                             | AIC_510_EL_EN       | Online            | 60 - 90 minutes                | no expiration | \$35              | \$32                              |
| HAZWOPER Emergency Response Spill Control                                                        | AIC_EMGCY_EL_EN     | Online            | 45 - 60 minutes                | no expiration | \$29              | \$26                              |
| Hazard Communication Awareness (HazCom) (Spanish)                                                | CS_003_EL_ES        | Online            | 25 minutes                     | no expiration | \$30              | \$27                              |
| Hazard Communication for Supervisors & Managers                                                  | CS_004_EL_EN        | Online            | 60 - 75 minutes                | no expiration | \$55              | \$50                              |
| Respirable Crystalline Silica in Construction for the Exposed Worker                             | CS_006_EL_EN        | Online            | 60 minutes                     | no expiration | \$50              | \$45                              |
| HAZWOPER 40                                                                                      | CS_009_EL_EN        | Online            | 40 hours                       | no expiration | \$300             | \$270                             |
| Ammonia Awareness for General Industry                                                           | CS_015_EL_EN        | Online            | 20 minutes                     | no expiration | \$30              | \$27                              |
| Health and Safety Leadership for Supervisors and Managers for Construction                       | CS_026_EL_EN        | Online            | 4 hours                        | no expiration | \$50              | \$45                              |
| HAZWOPER 24                                                                                      | CS_031_EL_EN        | Online            | 24 hours                       | no expiration | \$180             | \$162                             |
| CAL OSHA 10 Hour Construction eLearning                                                          | CS_CALOSHA10_EL_EN  | Online            | 10 hours over 2 days           | no expiration | \$89              | \$80                              |
| HAZWOPER 8-hours Refresher 2023                                                                  | CS_HZWPRF2023_EL_EN | Online            | 8 hours                        | 1 year        | \$70              | \$63                              |
| MSHA 4 Hour New Miner Training, Part 1 (Site Entry)                                              | CS_MSHA4_EL_EN      | Online            | 4 hours                        | 1 year        | \$95              | \$86                              |
| MSHA 4-Hour New Miner Training, Part 2 (General Safety and Health)                               | CS_MSHAPART2_EL_EN  | Online            | 4 hours                        | no expiration | \$95              | \$86                              |
| MSHA Part 46 2023 Refresher - 8-Hours                                                            | CS_MSHARF2023_EL_EN | Online            | 8 hours                        | 1 year        | \$160             | \$144                             |
| OSHA 10 Hour Construction eLearning                                                              | CS_OSHA10_EL_EN     | Online            | 10 hours over 2 days           | no expiration | \$89              | \$80                              |
| OSHA 10 Hour Construction eLearning (Spanish)                                                    | CS_OSHA10_EL_ES     | Online            | 10 hours over 2 days           | no expiration | \$89              | \$80                              |
| OSHA 10-Hour General Industry                                                                    | CS_OSHA10GI_EL_EN   | Online            | 10 hours over 2 days           | no expiration | \$79              | \$71                              |
| OSHA 30 Hour Construction eLearning                                                              | CS_OSHA30_EL_EN     | Online            | 30 hours                       | no expiration | \$189             | \$170                             |
| OSHA 30 Hour Construction eLearning (Spanish)                                                    | CS_OSHA30_EL_ES     | Online            | 30 hours                       | no expiration | \$189             | \$170                             |
| Safety Trained Supervisor Construction® (STSC) Certification Exam Preparation                    | CS_STSC_EL_EN       | Online            | 3 hours                        | no expiration | \$75              | \$68                              |
| Electrical Worker (ESTS) 2021 - Canada, Arc Flash & Shock - English 2021                         | ESTS_C21_eL_EN      | Online            | 5.5 hours                      | 3 years       | \$109             | \$98                              |
| Electrical Worker (ESTS) 2021 - Canada, Arc Flash & Shock (French)                               | ESTS_C21_EL_FR      | Online            | 6 hours                        | 3 years       | \$109             | \$98                              |
| Electrical Safety Training System (ESTS) for Non-Electrical Workers Canada and USA 2021          | ESTS_NON21_EL_EN    | Online            | 90 minutes                     | 3 years       | \$49              | \$44                              |
| Electrical Safety Training System (ESTS) for Non-Electrical Workers Canada and USA 2021 (French) | ESTS_NON21_EL_FR    | Online            | 90 minutes                     | 3 years       | \$49              | \$44                              |
| Electrical Safety Training System (ESTS) USA 2021                                                | ESTS_US21_EL_EN     | Online            | 6 hours                        | 3 years       | \$109             | \$98                              |
| Cargo Securement                                                                                 | GR_518_EL_EN        | Online            | 45 minutes                     | no expiration | \$35              | \$32                              |
| Cargo Securement (French)                                                                        | GR_518_EL_FR        | Online            | 45 minutes                     | no expiration | \$35              | \$32                              |
| Aerial Boomlift & Scissor Lift Operator Certification                                            | GR_AWP_ILT_EN       | Classroom         | 4 hours + practical evaluation | 3 years       | \$299             | \$269                             |
| Aerial Boomlift & Scissor Lift Operator Certification (Spanish)                                  | GR_AWP_ILT_ES       | Classroom         | 4 hours + practical evaluation | 3 years       | \$299             | \$269                             |
| Aerial Boomlift & Scissor Lift Operator Certification (French)                                   | GR_AWP_ILT_FR       | Classroom         | 4 hours + practical evaluation | 3 years       | \$299             | \$269                             |
| Aerial Boomlift 3b & Scissor Lift 3a Operator Certification - Virtual                            | GR_AWP_VC_EN        | Virtual Classroom | 4 hours + practical evaluation | 3 Years       | \$299             | \$269                             |
| Aerial Boomlift 3b & Scissor Lift 3a Operator Certification - Virtual (Spanish)                  | GR_AWP_VC_ES        | Virtual Classroom | 4 hours + practical evaluation | 3 years       | \$299             | \$269                             |
| Aerial Boomlift 3b & Scissor Lift 3a Operator Certification - Virtual (French)                   | GR_AWP_VC_FR        | Virtual Classroom | 4 hours + practical evaluation | 3 years       | \$299             | \$269                             |
| 1a Push Around Vertical, 3a Aerial Scissor Lift & 3b Boomlift Operator                           | GR_AWPPAV_ILT_EN    | Classroom         | 4 hours + practical evaluation | 3 years       | \$359             | \$323                             |

|                                                                                                 |                        |                   |                                  |         |         |         |
|-------------------------------------------------------------------------------------------------|------------------------|-------------------|----------------------------------|---------|---------|---------|
| 1a Push Around Vertical, 3a Aerial Scissor Lift & 3b Boomlift Operator - Virtual                | GR_AWPPAV_VC_EN        | Virtual Classroom | 4 hours + practical evaluation   | 3 years | \$359   | \$323   |
| 1a Push Around Vertical Operator, Aerial Boomlift 3b & Scissor Lift 3a Operator Recertification | GR_AWPPAVRECERT_ILT_EN | Classroom         | 4 hours + practical evaluation   | 3 years | \$259   | \$233   |
| Aerial Boomlift & Scissor Lift Operator Recertification                                         | GR_AWPPRECERT_ILT_EN   | Classroom         | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Aerial Boomlift & Scissor Lift Operator Recertification (Spanish)                               | GR_AWPPRECERT_ILT_ES   | Classroom         | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Aerial Boomlift & Scissor Lift Operator Recertification (French)                                | GR_AWPPRECERT_ILT_FR   | Classroom         | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Aerial Boomlift & Scissor Lift Operator Recertification - Virtual                               | GR_AWPPRECERT_VC_EN    | Virtual Classroom | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Backhoe Loader Operator Certification                                                           | GR_BHL_ILT_EN          | Classroom         | 8 hours                          | 5 years | \$239   | \$215   |
| Backhoe Loader Operator Certification - Virtual                                                 | GR_BHL_VC_EN           | Virtual Classroom | 5 hours + practical evaluation   | 5 years | \$239   | \$215   |
| Aerial Boomlift 3b Operator Certification                                                       | GR_BOOM_ILT_EN         | Classroom         | 3.5 hours + practical evaluation | 3 years | \$199   | \$179   |
| Aerial Boomlift 3b Operator Certification (Spanish)                                             | GR_BOOM_ILT_ES         | Classroom         | 3.5 hours + practical evaluation | 3 years | \$199   | \$179   |
| Aerial Boomlift 3b Operator Certification (French)                                              | GR_BOOM_ILT_FR         | Classroom         | 3.5 hours + practical evaluation | 3 years | \$199   | \$179   |
| Aerial Boomlift 3b Operator Certification - Virtual                                             | GR_BOOM_VC_EN          | Virtual Classroom | 3.5 hours + practical evaluation | 3 years | \$199   | \$179   |
| Aerial Boomlift 3b Operator Certification - Virtual (French)                                    | GR_BOOM_VC_FR          | Virtual Classroom | 4 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Aerial Boomlift Operator Recertification                                                        | GR_BOOMRECERT_ILT_EN   | Classroom         | 1.5 hours + practical evaluation | 3 years | \$149   | \$134   |
| Aerial Boomlift Operator Recertification (Spanish)                                              | GR_BOOMRECERT_ILT_ES   | Classroom         | 1.5 hours + practical evaluation | 3 years | \$149   | \$134   |
| Aerial Boomlift Operator Recertification (French)                                               | GR_BOOMRECERT_ILT_FR   | Classroom         | 1.5 hours + practical evaluation | 3 years | \$149   | \$134   |
| Bucket Truck Operator Certification                                                             | GR_BUCKET_ILT_EN       | Classroom         | 8 hours                          | 5 years | \$199   | \$179   |
| Bucket Truck Operator Certification -Virtual                                                    | GR_BUCKET_VC_EN        | Virtual Classroom | 4 hours + practical evaluation   | 5 years | \$199   | \$179   |
| Counterbalance Forklift Operator Certification                                                  | GR_CB_ILT_EN           | Classroom         | 3 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance Forklift Operator Certification (Spanish)                                        | GR_CB_ILT_ES           | Classroom         | 3 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance Forklift Operator Certification (French)                                         | GR_CB_ILT_FR           | Classroom         | 3 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance Forklift Operator Certification - Virtual                                        | GR_CB_VC_EN            | Virtual Classroom | 4 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance Forklift Operator Certification - Virtual (French)                               | GR_CB_VC_FR            | Virtual Classroom | 4 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance Forklift Operator Recertification                                                | GR_CBRECERT_ILT_EN     | Classroom         | 1.5 hours + practical evaluation | 3 years | \$149   | \$134   |
| Counterbalance Forklift Operator Recertification (Spanish)                                      | GR_CBRECERT_ILT_ES     | Classroom         | 1.5 hours + practical evaluation | 3 years | \$149   | \$134   |
| Counterbalance Forklift Operator Recertification (French)                                       | GR_CBRECERT_ILT_FR     | Classroom         | 1.5 hours + practical evaluation | 3 years | \$149   | \$134   |
| Counterbalance & Rough Terrain Forklifts Operator Certification                                 | GR_CBRT_ILT_EN         | Classroom         | 4 hours + practical evaluation   | 3 years | \$299   | \$269   |
| Counterbalance & Rough Terrain Forklifts Operator Certification (Spanish)                       | GR_CBRT_ILT_ES         | Classroom         | 4 hours + practical evaluation   | 3 years | \$299   | \$269   |
| Counterbalance & Rough Terrain Forklifts Operator Certification (French)                        | GR_CBRT_ILT_FR         | Classroom         | 4 hours + practical evaluation   | 3 years | \$299   | \$269   |
| Counterbalance & Rough Terrain Forklifts Operator Certification - Virtual                       | GR_CBRT_VC_EN          | Virtual Classroom | 4.5 hours + practical evaluation | 3 years | \$299   | \$269   |
| Counterbalance & Rough Terrain Forklifts Operator Certification - Virtual (French)              | GR_CBRT_VC_FR          | Virtual Classroom | 4.5 hours + practical evaluation | 3 years | \$299   | \$269   |
| Counterbalance & Rough Terrain Forklifts Operator Recertification                               | GR_CBRTRECERT_ILT_EN   | Classroom         | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance & Rough Terrain Forklift Operator Recertification Combination (Spanish)          | GR_CBRTRECERT_ILT_ES   | Classroom         | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance & Rough Terrain Forklifts Operator Recertification (French)                      | GR_CBRTRECERT_ILT_FR   | Classroom         | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Counterbalance & Rough Terrain Forklifts Operator Recertification - Virtual                     | GR_CBRTRECERT_VC_EN    | Virtual Classroom | 2 hours + practical evaluation   | 3 years | \$199   | \$179   |
| Core 4® Operator Certification                                                                  | GR_CORE4_ILT_EN        | Classroom         | 2 days                           | 3 years | \$589   | \$530   |
| Core 4® Operator Certification (Spanish)                                                        | GR_CORE4_ILT_ES        | Classroom         | 2 days                           | 3 years | \$589   | \$530   |
| Core 4® Operator Certification (French)                                                         | GR_CORE4_ILT_FR        | Classroom         | 2 days                           | 3 years | \$589   | \$530   |
| Core 4® Operator Certification - Virtual                                                        | GR_CORE4_VC_EN         | Virtual Classroom | 2 days                           | 3 years | \$589   | \$530   |
| Core 4® Operator Certification - Virtual (Spanish)                                              | GR_CORE4_VC_ES         | Virtual Classroom | 2 days                           | 3 years | \$589   | \$530   |
| Core 4® Operator Certification - Virtual (French)                                               | GR_CORE4_VC_FR         | Virtual Classroom | 2 days                           | 3 years | \$589   | \$530   |
| Certified Trainer - Backhoe Loader                                                              | GR_CTBH_ILT_EN         | Classroom         | 3 days                           | 5 years | \$1,499 | \$1,349 |
| Certified Trainer - Dirt Equipment Group                                                        | GR_CTDIRT_ILT_EN       | Classroom         | 4 days                           | 5 years | \$2,399 | \$2,159 |
| Certified Trainer - Dirt Equipment Group - Virtual                                              | GR_CTDIRT_VC_EN        | Virtual Classroom | 4 days                           | 5 years | \$2,399 | \$2,159 |
| Certified Trainer - Front End Loader                                                            | GR_CTFEL_ILT_EN        | Classroom         | 3 days                           | 5 years | \$1,499 | \$1,349 |
| Excavator Operator Certification                                                                | GR_EX_ILT_EN           | Classroom         | 3 hours + practical evaluation   | 5 years | \$239   | \$215   |



|                                                                           |                          |                   |                                  |               |       |       |
|---------------------------------------------------------------------------|--------------------------|-------------------|----------------------------------|---------------|-------|-------|
| Excavator Operator Certification (Spanish)                                | GR_EX_ILT_ES             | Classroom         | 3 hours + practical evaluation   | 5 years       | \$239 | \$215 |
| Excavator Operator Certification - Virtual                                | GR_EX_VC_EN              | Virtual Classroom | 3 hours + practical evaluation   | 5 years       | \$239 | \$215 |
| Front End Loader Operator Certification                                   | GR_FE_ILT_EN             | Classroom         | 4 hours + practical evaluation   | 5 years       | \$239 | \$215 |
| Front End Loader Operator Certification (Spanish)                         | GR_FE_ILT_ES             | Classroom         | 3 hours + practical evaluation   | 5 years       | \$239 | \$215 |
| Front End Loader Operator Certification - Virtual                         | GR_FE_VC_EN              | Virtual Classroom | 3 hours + practical evaluation   | 5 years       | \$239 | \$215 |
| Fall Protection Authorized Standard – Full Day - USA                      | GR_FP_DAY_US_ILT_EN      | Classroom         | 8 hours                          | 2 years       | \$199 | \$179 |
| Fall Protection Authorized Standard – Full Day - USA (Spanish)            | GR_FP_DAY_US_ILT_ES      | Classroom         | 8 hours                          | 2 years       | \$199 | \$179 |
| Fall Protection Basic - Half Day - USA                                    | GR_FP_HALF_US_ILT_EN     | Classroom         | 4 hours                          | 2 years       | \$149 | \$134 |
| Fall Protection Basic - Half Day - USA (Spanish)                          | GR_FP_HALF_US_ILT_ES     | Classroom         | 4 hours                          | 2 years       | \$149 | \$134 |
| Fall Protection Awareness for Construction & General Industries – USA     | GR_FPAWARECSTGI_US_EL_EN | Online            | 4 hours                          | no expiration | \$99  | \$89  |
| Fall Protection Awareness for Equipment Operators – USA                   | GR_FPAWAREEO_US_EL_EN    | Online            | 90 minutes                       | no expiration | \$49  | \$44  |
| Backhoe Loader Operator Certification (Spanish)                           | GR_LB_ILT_ES             | Classroom         | 3.5 hours + practical evaluation | 5 years       | \$239 | \$215 |
| Magni Telescopic Handler Orientation                                      | GR_MAGTELEHANDLER_EL_EN  | Online            | 45 minutes                       | 3 years       | \$29  | \$26  |
| Narrow Aisle Forklift Operator Certification                              | GR_NA_ILT_EN             | Classroom         | 3 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Narrow Aisle Forklift Operator Certification (French)                     | GR_NA_ILT_FR             | Classroom         | 3 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Narrow Aisle Forklift Operator Certification - Virtual                    | GR_NA_VC_EN              | Virtual Classroom | 3 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Narrow Aisle Forklift Operator Recertification                            | GR_NARECERT_ILT_EN       | Classroom         | 4 hours + practical evaluation   | 3 years       | \$149 | \$134 |
| Narrow Aisle Forklift Operator Recertification - Virtual                  | GR_NARECERT_VC_EN        | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$149 | \$134 |
| 1b Narrow Tracked Boom Lift Operator Certification                        | GR_NARRBOOM_ILT_EN       | Classroom         | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| OSHA 10-Hour                                                              | GR_OSHA10_ILT_EN         | Classroom         | 10 hours over 2 days             | 5 years       | \$279 | \$251 |
| OSHA 10-Hour (Spanish)                                                    | GR_OSHA10_ILT_ES         | Classroom         | 10 hours over 2 days             | 5 years       | \$279 | \$251 |
| OSHA 10-Hour - Virtual                                                    | GR_OSHA10_VC_EN          | Virtual Classroom | 10 hours over 2 days             | 5 years       | \$279 | \$251 |
| OSHA 10-Hour - Virtual (Spanish)                                          | GR_OSHA10_VC_ES          | Virtual Classroom | 10 hours over 2 days             | 5 years       | \$279 | \$251 |
| OSHA 30-Hour - Virtual                                                    | GR_OSHA30_VC_EN          | Virtual Classroom | 30 hours over 4 days             | 5 years       | \$535 | \$482 |
| OSHA 30-Hour - Virtual (Spanish)                                          | GR_OSHA30_VC_ES          | Virtual Classroom | 30 hours over 4 days             | 5 years       | \$535 | \$482 |
| 1a Push Around Vertical Aerial Lift Operator Certification                | GR_PAV_ILT_EN            | Classroom         | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| 1a Push Around Vertical Aerial Lift Operator Recertification              | GR_PAVRECERT_ILT_EN      | Classroom         | 2.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Powered Pallet Jack Operator Certification                                | GR_PPJACK_ILT_EN         | Classroom         | 2.5 hours + practical evaluation | 3 years       | \$199 | \$179 |
| Powered Pallet Jack Operator Certification - Virtual                      | GR_PPJACK_VC_EN          | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Powered Pallet Jack Operator Recertification                              | GR_PPJR_ILT_EN           | Classroom         | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Powered Pallet Jack Operator Recertification - Virtual                    | GR_PPJR_VC_EN            | Virtual Classroom | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Rough Terrain Forklift Operator Certification                             | GR_RT_ILT_EN             | Classroom         | 3.5 hours + practical evaluation | 3 years       | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification (Spanish)                   | GR_RT_ILT_ES             | Classroom         | 3.5 hours + practical evaluation | 3 years       | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification (French)                    | GR_RT_ILT_FR             | Classroom         | 3.5 hours + practical evaluation | 3 years       | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification – Virtual                   | GR_RT_VC_EN              | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification – Virtual (Spanish)         | GR_RT_VC_ES              | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification – Virtual (French)          | GR_RT_VC_FR              | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Rough Terrain Forklift Operator Recertification                           | GR_RTRECERT_ILT_EN       | Classroom         | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Rough Terrain Forklift Operator Recertification (Spanish)                 | GR_RTRECERT_ILT_ES       | Classroom         | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Rough Terrain Forklift Operator Recertification (French)                  | GR_RTRECERT_ILT_FR       | Classroom         | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Rough Terrain Forklift Operator Recertification - Virtual                 | GR_RTRECERT_VC_EN        | Virtual Classroom | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Scissor Lift Operator Certification - Virtual                             | GR_SCISSOR_VC_EN         | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Scissor Lift Operator Certification - Virtual (French)                    | GR_SCISSOR_VC_FR         | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Scissor Lift Operator Certification                                       | GR_SL_ILT_EN             | Classroom         | 3 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Scissor Lift Operator Certification (Spanish)                             | GR_SL_ILT_ES             | Classroom         | 3 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Scissor Lift Operator Certification (French)                              | GR_SL_ILT_FR             | Classroom         | 3 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| 1a Push Around Vertical & 3a Aerial Scissor Lift Operator Certification   | GR_SLPVAV_ILT_EN         | Classroom         | 4 hours + practical evaluation   | 3 years       | \$299 | \$269 |
| 1a Push Around Vertical & 3a Aerial Scissor Lift Operator Recertification | GR_SLPVAVRECERT_ILT_EN   | Classroom         | 4 hours + practical evaluation   | 3 years       | \$199 | \$179 |
| Scissor Lift Operator Recertification                                     | GR_SLRECERT_ILT_EN       | Classroom         | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |
| Scissor Lift Operator Recertification (Spanish)                           | GR_SLRECERT_ILT_ES       | Classroom         | 1.5 hours + practical evaluation | 3 years       | \$149 | \$134 |

|                                                                                      |                               |                   |                                  |               |         |         |
|--------------------------------------------------------------------------------------|-------------------------------|-------------------|----------------------------------|---------------|---------|---------|
| Scissor Lift Operator Recertification (French)                                       | GR_SLRECERT_ILT_FR            | Classroom         | 1.5 hours + practical evaluation | 3 years       | \$149   | \$134   |
| Skid Steer Loader Operator Certification                                             | GR_SS_ILT_EN                  | Classroom         | 3 hours + practical evaluation   | 5 years       | \$239   | \$215   |
| Skid Steer Loader Operator Certification (Spanish)                                   | GR_SS_ILT_ES                  | Classroom         | 3 hours + practical evaluation   | 5 years       | \$239   | \$215   |
| Skid Steer Loader Operator Certification (French)                                    | GR_SS_ILT_FR                  | Classroom         | 3 hours + practical evaluation   | 5 years       | \$239   | \$215   |
| Skid Steer Loader Operator Certification - Virtual                                   | GR_SS_VC_EN                   | Virtual Classroom | 3 hours + practical evaluation   | 5 years       | \$239   | \$215   |
| United Academy Authorized Trainer - Boomlift                                         | GR_TTT_UAAI_BOOM_ILT_EN       | Classroom         | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Boomlift - Virtual                               | GR_TTT_UAAI_BOOM_VC_EN        | Classroom         | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Core 4®                                          | GR_TTT_UAAI_CORE4_ILT_EN      | Classroom         | 4 days                           | 3 years       | \$2,399 | \$2,159 |
| United Academy Authorized Trainer - Core 4®- Virtual                                 | GR_TTT_UAAI_CORE4_VC_EN       | Virtual Classroom | 4 days                           | 3 years       | \$2,399 | \$2,159 |
| United Academy Authorized Trainer - Excavator                                        | GR_TTT_UAAI_EXCAVATOR_ILT_EN  | Classroom         | 3 days                           | 5 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Excavator - Virtual                              | GR_TTT_UAAI_EXCAVATOR_VC_EN   | Virtual Classroom | 3 days                           | 5 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Counterbalance Forklift                          | GR_TTT_UAAI_FORK_CB_ILT_EN    | Classroom         | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Counterbalance Forklift - Virtual                | GR_TTT_UAAI_FORK_CB_VC_EN     | Virtual Classroom | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Rough Terrain & Counterbalance Forklift          | GR_TTT_UAAI_FORK_COMBO_ILT_EN | Classroom         | 3 days                           | 3 years       | \$1,799 | \$1,619 |
| United Academy Authorized Trainer - Rough Terrain & Counterbalance Forklift- Virtual | GR_TTT_UAAI_FORK_COMBO_VC_EN  | Virtual Classroom | 3 days                           | 3 years       | \$1,799 | \$1,619 |
| United Academy Authorized Trainer - Rough Terrain Forklift                           | GR_TTT_UAAI_FORK_RT_ILT_EN    | Classroom         | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Rough Terrain Forklift - Virtual                 | GR_TTT_UAAI_FORK_RT_VC_EN     | Virtual Classroom | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Boom & Scissor                                   | GR_TTT_UAAI_MEWP_COMBO_ILT_EN | Classroom         | 3 days                           | 3 years       | \$1,799 | \$1,619 |
| United Academy Authorized Trainer - Boom & Scissor - Virtual                         | GR_TTT_UAAI_MEWP_COMBO_VC_EN  | Virtual Classroom | 3 days                           | 3 years       | \$1,799 | \$1,619 |
| United Academy Authorized Trainer - Power Pallet Jack                                | GR_TTT_UAAI_PPJACK_ILT_EN     | Classroom         | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Power Pallet Jack - Virtual                      | GR_TTT_UAAI_PPJACK_VC_EN      | Virtual Classroom | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer Recertification                                    | GR_TTT_UAAI_RECERT_VC_EN      | Virtual Classroom | 8 hours                          | 3 years       | \$649   | \$584   |
| United Academy Authorized Trainer - Scissor                                          | GR_TTT_UAAI_SCISSOR_ILT_EN    | Classroom         | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Scissor - Virtual                                | GR_TTT_UAAI_SCISSOR_VC_EN     | Virtual Classroom | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Skid Steer                                       | GR_TTT_UAAI_SKIDSTEER_ILT_EN  | Classroom         | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Skid Steer - Virtual                             | GR_TTT_UAAI_SKIDSTEER_VC_EN   | Virtual Classroom | 3 days                           | 3 years       | \$1,499 | \$1,349 |
| United Academy Authorized Trainer - Warehouse Forklift                               | GR_TTT_UAAI_WHFORK_ILT_EN     | Classroom         | 3 days                           | 3 years       | \$1,799 | \$1,619 |
| United Academy Authorized Trainer - Warehouse Forklift - Virtual                     | GR_TTT_UAAI_WHFORK_VC_EN      | Virtual Classroom | 3 days                           | 3 years       | \$1,799 | \$1,619 |
| Utility Vehicle Operator Certification                                               | GR_UV_ILT_EN                  | Classroom         | 3 hours + practical evaluation   | 5 years       | \$149   | \$134   |
| Utility Vehicle Operator Certification (Spanish)                                     | GR_UV_ILT_ES                  | Classroom         | 3 hours + practical evaluation   | 5 years       | \$149   | \$134   |
| Warehouse Forklift Operator Certification                                            | GR_WAREHOUSE_ILT_EN           | Classroom         | 4 hours + practical evaluation   | 3 years       | \$249   | \$224   |
| Warehouse Forklift Operator Certification - Virtual                                  | GR_WAREHOUSE_VC_EN            | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$249   | \$224   |
| Warehouse Forklift Operator Recertification                                          | GR_WAREHOUSERECERT_ILT_EN     | Classroom         | 4 hours + practical evaluation   | 3 years       | \$199   | \$179   |
| Warehouse Forklift Operator Recertification - Virtual                                | GR_WAREHOUSERECERT_VC_EN      | Virtual Classroom | 4 hours + practical evaluation   | 3 years       | \$199   | \$179   |
| Transportation of Dangerous Goods                                                    | ICOM_TDG_EL_EN                | Online            | 60 minutes                       | 3 years       | \$35    | \$32    |
| Transportation of Dangerous Goods (French)                                           | ICOM_TDG_EL_FR                | Online            | 60 minutes                       | 3 years       | \$35    | \$32    |
| WHMIS                                                                                | ICOM_WHMIS_EL_EN              | Online            | 30 minutes                       | 3 years       | \$35    | \$32    |
| WHMIS / SIMDUT (French)                                                              | ICOM_WHMIS_EL_FR              | Online            | 30 minutes                       | 3 years       | \$35    | \$32    |
| MEWPS for Managers - USA - eLearning                                                 | IPAF_MEWP4MGR_EL_EN           | Online            | 4 hours                          | 3 years       | \$99    | \$89    |
| Fundamentals of Slings and Rigging Equipment                                         | ITI_100_EL_EN                 | Online            | 4 hours                          | no expiration | \$95    | \$86    |
| Signaling for Mobile & Overhead Cranes                                               | ITI_101_EL_EN                 | Online            | 4 hours                          | no expiration | \$95    | \$86    |
| Basic Rigging & Inspection Online                                                    | ITI_102_EL_EN                 | Online            | 8 hours                          | no expiration | \$145   | \$131   |
| Advanced Rigging                                                                     | ITI_103_EL_EN                 | Online            | 14.5 hours                       | no expiration | \$145   | \$131   |
| Basic Entertainment Rigging                                                          | ITI_104_EL_EN                 | Online            | 7 hours                          | no expiration | \$145   | \$131   |
| Asbestos Awareness for General Industry                                              | SH_001_EL_EN                  | Online            | 45 minutes                       | no expiration | \$29    | \$26    |
| Basic First Aid                                                                      | SH_002_EL_EN                  | Online            | 20 minutes                       | no expiration | \$25    | \$23    |
| Basic First Aid (Spanish)                                                            | SH_002_EL_ES                  | Online            | 20 minutes                       | no expiration | \$25    | \$23    |
| Construction New Hire Safety Orientation                                             | SH_003_EL_EN                  | Online            | 60 minutes                       | no expiration | \$35    | \$32    |

|                                                    |              |        |            |               |      |      |
|----------------------------------------------------|--------------|--------|------------|---------------|------|------|
| Construction New Hire Safety Orientation (Spanish) | SH_003_EL_ES | Online | 60 minutes | no expiration | \$35 | \$32 |
| Demolition Safety                                  | SH_004_EL_EN | Online | 25 minutes | no expiration | \$25 | \$23 |
| Electrical Safety: General Awareness               | SH_005_EL_EN | Online | 25 minutes | no expiration | \$25 | \$23 |
| Emergency Action Plan                              | SH_006_EL_EN | Online | 20 minutes | no expiration | \$25 | \$23 |
| Eye Safety                                         | SH_007_EL_EN | Online | 15 minutes | no expiration | \$25 | \$23 |
| Fatigue Management                                 | SH_009_EL_EN | Online | 25 minutes | no expiration | \$25 | \$23 |
| Fire Prevention                                    | SH_010_EL_EN | Online | 20 minutes | no expiration | \$25 | \$23 |
| Fire Prevention (Spanish)                          | SH_010_EL_ES | Online | 20 minutes | no expiration | \$25 | \$23 |
| Fire Resistant Clothing                            | SH_011_EL_EN | Online | 15 minutes | no expiration | \$25 | \$23 |
| Fit for Duty: Employee                             | SH_012_EL_EN | Online | 15 minutes | no expiration | \$25 | \$23 |
| Fit for Duty: Supervisor                           | SH_013_EL_EN | Online | 20 minutes | no expiration | \$25 | \$23 |
| Diversity Awareness                                | SH_014_EL_EN | Online | 20 minutes | no expiration | \$25 | \$23 |
| Hand Tools Safety                                  | SH_015_EL_EN | Online | 25 minutes | no expiration | \$25 | \$23 |
| Hazard and Risk Identification                     | SH_016_EL_EN | Online | 15 minutes | no expiration | \$25 | \$23 |
| Hearing Protection and Conservation                | SH_017_EL_EN | Online | 20 minutes | no expiration | \$25 | \$23 |
| Hearing Protection and Conservation (Spanish)      | SH_017_EL_ES | Online | 20 minutes | no expiration | \$25 | \$23 |
| Heat Stress                                        | SH_018_EL_EN | Online | 25 minutes | no expiration | \$25 | \$23 |
| Heat Stress (Spanish)                              | SH_018_EL_ES | Online | 25 minutes | no expiration | \$25 | \$23 |
| Ladder Safety                                      | SH_019_EL_EN | Online | 15 minutes | no expiration | \$25 | \$23 |
| Ladder Safety (Spanish)                            | SH_019_EL_ES | Online | 15 minutes | no expiration | \$25 | \$23 |
| Lead Safety                                        | SH_020_EL_EN | Online | 30 minutes | no expiration | \$25 | \$23 |
| Lockout/Tagout                                     | SH_021_EL_EN | Online | 20 minutes | no expiration | \$25 | \$23 |
| Lockout/Tagout (Spanish)                           | SH_021_EL_ES | Online | 20 minutes | no expiration | \$25 | \$23 |
| Permit-Required Confined Space: Attendant          | SH_022_EL_EN | Online | 30 minutes | no expiration | \$25 | \$23 |
| Personal Protective Equipment                      | SH_023_EL_EN | Online | 30 minutes | no expiration | \$25 | \$23 |
| Personal Protective Equipment (Spanish)            | SH_023_EL_ES | Online | 30 minutes | no expiration | \$25 | \$23 |
| Power Tools Safety                                 | SH_024_EL_EN | Online | 15 minutes | no expiration | \$19 | \$17 |
| Respiratory Protection Awareness                   | SH_025_EL_EN | Online | 30 minutes | no expiration | \$25 | \$23 |
| Signs, Signals, and Barricades                     | SH_026_EL_EN | Online | 15 minutes | no expiration | \$19 | \$17 |
| Scaffolding Safety                                 | SH_027_EL_EN | Online | 45 minutes | no expiration | \$29 | \$26 |
| Silica Safety                                      | SH_028_EL_EN | Online | 30 minutes | no expiration | \$25 | \$23 |
| Silica Safety (Spanish)                            | SH_028_EL_ES | Online | 30 minutes | no expiration | \$25 | \$23 |
| Hydrogen Sulfide Safety Awareness                  | SH_029_EL_EN | Online | 10 minutes | no expiration | \$19 | \$17 |
| Hydrogen Sulfide Safety Awareness (Spanish)        | SH_029_EL_ES | Online | 10 minutes | no expiration | \$19 | \$17 |
| Slips, Trips, and Falls                            | SH_030_EL_EN | Online | 30 minutes | no expiration | \$25 | \$23 |
| Slips, Trips, and Falls (Spanish)                  | SH_030_EL_ES | Online | 30 minutes | no expiration | \$25 | \$23 |
| Spill Prevention, Control, and Countermeasures     | SH_031_EL_EN | Online | 30 minutes | no expiration | \$25 | \$23 |
| Welding Safety                                     | SH_033_EL_EN | Online | 45 minutes | no expiration | \$29 | \$26 |
| Welding Safety (Spanish)                           | SH_033_EL_ES | Online | 45 minutes | no expiration | \$29 | \$26 |
| Work Zone Flagger Safety                           | SH_034_EL_EN | Online | 45 minutes | no expiration | \$29 | \$26 |
| Bloodborne Pathogens Procedures                    | SH_035_eL_EN | Online | 30 minutes | no expiration | \$29 | \$26 |
| Bloodborne Pathogens Procedures (Spanish)          | SH_035_eL_ES | Online | 30 minutes | no expiration | \$29 | \$26 |
| Compressed Gas Procedures                          | SH_036_eL_EN | Online | 30 minutes | no expiration | \$29 | \$26 |
| Emergency Evacuation Procedures                    | SH_037_eL_EN | Online | 30 minutes | no expiration | \$35 | \$32 |
| Emergency Plan and Evacuation Procedures           | SH_038_eL_EN | Online | 25 Minutes | no expiration | \$29 | \$26 |
| Hand and Finger Injury Prevention                  | SH_039_eL_EN | Online | 15 Minutes | no expiration | \$25 | \$23 |
| Hazard Communications Awareness (HazCom)           | SH_040_eL_EN | Online | 45 Minutes | no expiration | \$55 | \$50 |
| Materials Handling and Storage Procedures          | SH_041_eL_EN | Online | 30 minutes | no expiration | \$29 | \$26 |
| Transportation Procedures for HAZMAT Transporters  | SH_042_eL_EN | Online | 30 minutes | no expiration | \$29 | \$26 |
| Workplace Violence Control Procedures              | SH_043_eL_EN | Online | 25 Minutes | no expiration | \$29 | \$26 |



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|--------------------------------------------------------------------------------------------------|---------------------|---------|----------------------------------|---------|-------|-------|
| 1b Boom Lift Operator Certification - Blended                                                    | SLI_1BBOOM_BL_EN    | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Aerial Boomlift & Scissor Lift Operator Certification - Blended                                  | SLI_AWP_BL_EN       | Blended | 4.5 hours + practical evaluation | 3 years | \$299 | \$269 |
| Aerial Boomlift & Scissor Lift Operator Certification - Blended (Spanish)                        | SLI_AWP_BL_ES       | Blended | 4.5 hours + practical evaluation | 3 years | \$299 | \$269 |
| Aerial Boomlift & Scissor Lift Operator Certification - Blended (French)                         | SLI_AWP_BL_FR       | Blended | 4.5 hours + practical evaluation | 3 years | \$299 | \$269 |
| Aerial Boomlift & Scissor Lift Operator Recertification - Blended                                | SLI_AWPRECERT_BL_EN | Blended | 2 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Aerial Boomlift & Scissor Lift Operator Recertification - Blended (Spanish)                      | SLI_AWPRECERT_BL_ES | Blended | 2 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Aerial Boomlift & Scissor Lift Operator Recertification - Blended (French)                       | SLI_AWPRECERT_BL_FR | Blended | 2 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Backhoe Loader Operator Certification - Blended                                                  | SLI_BHL_BL_EN       | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Backhoe Loader Operator Certification - Blended (Spanish)                                        | SLI_BHL_BL_ES       | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Backhoe Loader Operator Certification - Blended (French)                                         | SLI_BHL_BL_FR       | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Aerial Boomlift 3b Operator Recertification - Blended                                            | SLI_BLRECERT_BL_EN  | Blended | 3 hours + practical evaluation   | 3 years | \$149 | \$134 |
| Aerial Boomlift 3b Operator Certification - Blended                                              | SLI_BOOM_BL_EN      | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Aerial Boomlift 3b Operator Certification - Blended (Spanish)                                    | SLI_BOOM_BL_ES      | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Aerial Boomlift 3b Operator Certification - Blended (French)                                     | SLI_BOOM_BL_FR      | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Counterbalance Forklift Operator Certification - Blended                                         | SLI_CB_BL_EN        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Counterbalance Forklift Operator Certification - Blended (Spanish)                               | SLI_CB_BL_ES        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Counterbalance Forklift Operator Certification - Blended (French)                                | SLI_CB_BL_FR        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Counterbalance Forklift Operator Recertification - Blended                                       | SLI_CBRECERT_BL_EN  | Blended | 2.5 hours + practical evaluation | 3 years | \$149 | \$134 |
| Counterbalance & Rough Terrain Forklifts Operator Certification - Blended                        | SLI_CBRT_BL_EN      | Blended | 3.5 hours + practical evaluation | 3 years | \$299 | \$269 |
| Counterbalance & Rough Terrain Forklifts Operator Certification - Blended (Spanish)              | SLI_CBRT_BL_ES      | Blended | 2 hours + practical evaluation   | 3 years | \$299 | \$269 |
| Counterbalance & Rough Terrain Forklifts Operator Certification - Blended (French)               | SLI_CBRT_BL_FR      | Blended | 3.5 hours + practical evaluation | 3 years | \$299 | \$269 |
| Excavator Operator Certification - Blended                                                       | SLI_EX_BL_EN        | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Excavator Operator Certification - Blended (Spanish)                                             | SLI_EX_BL_ES        | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Excavator Operator Certification - Blended (French)                                              | SLI_EX_BL_FR        | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Excavator & Backhoe Operator Certification Combination - Blended                                 | SLI_EXBH_BL_EN      | Blended | 5 hours + practical evaluation   | 5 years | \$329 | \$296 |
| Excavator & Backhoe Operator Certification Combination - Blended (Spanish)                       | SLI_EXBH_BL_ES      | Blended | 5 hours + practical evaluation   | 5 years | \$329 | \$296 |
| Excavator & Backhoe Operator Certification Combination - Blended (French)                        | SLI_EXBH_BL_FR      | Blended | 5 hours + practical evaluation   | 5 years | \$329 | \$296 |
| Front End Loader Operator Certification - Blended                                                | SLI_FEL_BL_EN       | Blended | 4 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Front End Loader Operator Certification - Blended (Spanish)                                      | SLI_FEL_BL_ES       | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Counterbalance & Rough Terrain Forklift Operator Recertification Combination - Blended           | SLI_FLRECERT_BL_EN  | Blended | 2 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Counterbalance & Rough Terrain Forklift Operator Recertification Combination - Blended (Spanish) | SLI_FLRECERT_BL_ES  | Blended | 2 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Counterbalance & Rough Terrain Forklift Operator Recertification Combination - Blended (French)  | SLI_FLRECERT_BL_FR  | Blended | 2 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification - Blended                                          | SLI_RT_BL_EN        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification - Blended (Spanish)                                | SLI_RT_BL_ES        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Rough Terrain Forklift Operator Certification - Blended (French)                                 | SLI_RT_BL_FR        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Rough Terrain Forklift Operator Recertification - Blended                                        | SLI_RTRECERT_BL_EN  | Blended | 3 hours + practical evaluation   | 3 years | \$149 | \$134 |
| Scissor Lift Operator Certification - Blended                                                    | SLI_SL_BL_EN        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Scissor Lift Operator Certification - Blended (Spanish)                                          | SLI_SL_BL_ES        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Scissor Lift Operator Certification - Blended (French)                                           | SLI_SL_BL_FR        | Blended | 4 hours + practical evaluation   | 3 years | \$199 | \$179 |
| Scissor Lift 3a Operator Recertification - Blended                                               | SLI_SLRECERT_BL_EN  | Blended | 3 hours + practical evaluation   | 3 years | \$149 | \$134 |
| Skid Steer Loader Operator Certification - Blended                                               | SLI_SS_BL_EN        | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Skid Steer Loader Operator Certification - Blended (Spanish)                                     | SLI_SS_BL_ES        | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |
| Skid Steer Loader Operator Certification - Blended (French)                                      | SLI_SS_BL_FR        | Blended | 5 hours + practical evaluation   | 5 years | \$239 | \$215 |

|                                                                          |                                |                   |                                |               |         |         |
|--------------------------------------------------------------------------|--------------------------------|-------------------|--------------------------------|---------------|---------|---------|
| Skid Steer & Front End Loader Operator Certification - Blended           | SLI_SSFEL_BL_EN                | Blended           | 5 hours + practical evaluation | 5 years       | \$329   | \$296   |
| Skid Steer & Front End Loader Operator Certification - Blended (Spanish) | SLI_SSFEL_BL_ES                | Blended           | 5 hours + practical evaluation | 5 years       | \$329   | \$296   |
| Skid Steer & Front End Loader Operator Certification - Blended (French)  | SLI_SSFEL_BL_FR                | Blended           | 5 hours + practical evaluation | 5 years       | \$329   | \$296   |
| Excavation Safety Training for Competent Persons - Online                | TS_CPT_EL_EN                   | Online            | 6 hours                        | no expiration | \$135   | \$122   |
| Excavation Safety Training for Competent Persons - Online (Spanish)      | TS_CPT_EL_ES                   | Online            | 6 hours                        | no expiration | \$135   | \$122   |
| Excavation Safety Training for Competent Persons                         | TS_CPT_ILT_EN                  | Classroom         | 6 hours                        | no expiration | \$210   | \$189   |
| Excavation Safety Training for Competent Persons (Spanish)               | TS_CPT_ILT_ES                  | Classroom         | 6 hours                        | no expiration | \$210   | \$189   |
| Excavation Safety Training for Competent Persons - Virtual               | TS_CPT_VIR_EN                  | Virtual Classroom | 4 hours                        | no expiration | \$175   | \$158   |
| Excavation Safety Training for Competent Persons - Virtual (Spanish)     | TS_CPT_VIR_ES                  | Virtual Classroom | 4 hours                        | no expiration | \$175   | \$158   |
| Confined Space Entry Training - Online                                   | TS_CSE_EL_EN                   | Online            | 6 hours                        | no expiration | \$135   | \$122   |
| Confined Space Entry Training - Online (Spanish)                         | TS_CSE_EL_ES                   | Online            | 6 hours                        | no expiration | \$135   | \$122   |
| Confined Spaces in Construction - Online                                 | TS_CSE-C_EL_EN                 | Online            | 6 hours                        | no expiration | \$135   | \$122   |
| Confined Spaces in Construction - Online (Spanish)                       | TS_CSE-C_EL_ES                 | Online            | 6 hours                        | no expiration | \$135   | \$122   |
| Confined Spaces in Construction                                          | TS_CSE-C_ILT_EN                | Classroom         | 6 hours                        | no expiration | \$210   | \$189   |
| Confined Spaces in Construction (Spanish)                                | TS_CSE-C_ILT_ES                | Classroom         | 6 hours                        | no expiration | \$210   | \$189   |
| Confined Spaces in Construction - Virtual                                | TS_CSE-C_VIR_EN                | Virtual Classroom | 4 hours                        | no expiration | \$175   | \$158   |
| Confined Spaces in Construction - Virtual (Spanish)                      | TS_CSE-C_VIR_ES                | Virtual Classroom | 4 hours                        | no expiration | \$175   | \$158   |
| Trench & Excavation: Competent Person Training - Quebec                  | TS_EXC-QB_ILT_FR               | Classroom         | 6 hours                        | 3 years       | n/a     | #VALUE! |
| OSHA 30 Hour - English (Trench)                                          | TS_OSHA30_ILT_EN               | Classroom         | 30 hours over 4 days           | 5 years       | \$535   | \$482   |
| Traffic Control Flagger                                                  | TS_TRAFCONT_ILT_EN             | Classroom         | 4 hours                        | no expiration | \$165   | \$149   |
| Traffic Control Flagger (Spanish)                                        | TS_TRAFCONT_ILT_ES             | Classroom         | 4 hours                        | no expiration | \$165   | \$149   |
| Train the Trainer - Excavation Safety Training for Competent Persons     | TS_TTT-CPT_ILT_EN              | Classroom         | 12 hours over 2 days           | no expiration | \$1,600 | \$1,440 |
| Train the Trainer - Confined Spaces in Construction                      | TS_TTT-CSE-C_ILT_EN            | Classroom         | 12 hours over 2 days           | no expiration | \$1,600 | \$1,440 |
| Basic Work Zone Safety - State of Virginia                               | TS_WORKZONEBASIC_ILT_EN        | Classroom         | 8 hours                        | no expiration | \$195   | \$176   |
| Intermediate Work Zone Safety - State of Virginia                        | TS_WORKZONEINTERMEDIATE_ILT_EN | Classroom         | 8 hours                        | no expiration | \$425   | \$383   |

**Customer Owned Equipment - Repairs, Service & Inspections (US Only)****A.) Service Calls & Applicable Labor Charges - Customer Owned Equipment**

Should the customer seek to engage United Rentals' certified mechanics / technicians for service calls, repairs or labor performed during normal business hours (7:00 am to 4:00 pm, M-F), they will be billed at \$163.26 per hour, portal to portal, and all labor performed outside of these regular business hours will be billed at 1.5x (4:00PM – 9:00PM M-F) and 2X the normal rate for all other times (dependent on the time of day, day or week, or holiday). These rates also apply to all specialty solutions and engineered system set-ups. All rates will be pre-negotiated with the customer prior to service and labor execution. United Rentals will try to accommodate customer requested time frames to perform unscheduled services or repairs but cannot guarantee service times. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Billed hourly rate for wait time will apply. Service is market driven and is not available in all geographical areas.

**B.) Planned Maintenance & Inspection - Customer Owned Equipment (PM Program)**

Should the customer seek to engage United Rentals' certified mechanics / technicians for completion of planned services (PMs - Preventative Maintenance) and /or required inspections, they will be billed list rate less 5%. This is a contracted service -- not on-demand. Basic PM service includes Lube, Engine Service, Fuel Filter, Engine Oil Filter, Oil, and up to one hour travel time. Customer may request specific service intervals per equipment types. Additional charges may apply for Tier Four Engines. Customer must provide United Rentals with list of equipment requiring planned services and inspections - United Rentals to supply proposal for services and inspections. United Rentals will try to accommodate customer requested time frames to perform services and inspections. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Service is market driven and is not available in all geographical areas.

**C.) Repair and Service Parts - Customer Owned Equipment**

These are additional costs and will be itemized on a Work Order. Parts shall be billed at a 40% margin and freight for repair parts will be billed at a 20% margin.

**D.) Extended Warranty - Customer Owned Equipment**

United Rentals will assign to customer any manufacturer's warranty on parts incorporated into the equipment as part of this service, to the extent assignable for a period of 30 days following completion of services by United Rentals, provided that customer provides written notice to United setting forth in detail how services how such services were unsatisfactory. United Rentals may, in its sole discretion, and as its sole liability hereunder, repair or replace such unsatisfactory services, or refund any monies paid to United by the customer. Such repair, replacement or refund shall be customers' sole remedy under this work order. United Rentals disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

| <b><u>Labor Rate / Service Calls - Customer Owned Equipment</u></b>                        | <b><u>US</u></b> |
|--------------------------------------------------------------------------------------------|------------------|
| 7am - 4pm                                                                                  | \$163.26/hr      |
| 4pm - 9pm                                                                                  | \$244.89/hr      |
| 9pm - 7am, Holidays and weekends                                                           | \$326.52/hr      |
| <b><u>Planned Maintenance &amp; Inspection - Customer Owned Equipment (PM Program)</u></b> | <b><u>US</u></b> |
| 5% off listed price                                                                        | List minus 5%    |
| <b><u>Parts</u></b>                                                                        | <b><u>US</u></b> |
| total margin                                                                               | 40%              |
| <b><u>Freight</u></b>                                                                      | <b><u>US</u></b> |
| total margin                                                                               | 20%              |

**Used Equipment =**

A minimum of 2% off the Retail Price

\*Our Mobile Storage and Office Solutions are currently not listed under the United Rentals Used Equipment website and therefore are not eligible to be sold under this category. This includes but is not limited to 20' or 40' storage containers, ground level offices and office or modular buildings. For these products along with any other non-motorized accessories or non-serialized bulk assets, we will offer a discounted price based off our average replacement cost at the time of the request. Please refer to the chart below under new equipment sales for the margin to be quoted.

**New Equipment Margin =****Invoiced Cost + Percentage Margin Markup**

Under \$4,999 = 30%

\$5,000 – \$14,999 = 25%

\$15k – \$39,999 = 22%

Over \$40,000 = 18%

As with normal requests, United Rentals will field off-schedule requests through local territory representatives or our Government Customer Care Center. This will enable us to provide first-class service to Sourcewell members through our knowledgeable team. Our philosophy is that no request is unreasonable and will be investigated to the fullest. Our strategy will be to field requests and factor in rental patterns, demands for new technology or advances in equipment efficiencies, and enactment of new legislation, affecting equipment. If we see a spike in a certain category, we will ask Sourcewell to determine if the equipment can be added to our schedule. For Sourcewell members, we would like to propose a **NOT TO EXCEED markup of 24% on the total invoice cost from a 3<sup>rd</sup> Party Vendor for rentals and related services, including but not limited to equipment re-rents, labor, fuel and transportation costs.**





**Proposal Evaluation**  
**Rental Equipment, Products, and Related Services RFP #040924**  
 Category 1

|                                                               |       | Altec Industries,<br>Inc. | Big Truck Rental,<br>LLC | Capacity Truck &<br>Crane Services,<br>Inc. | Caterpillar, Inc. | Compactor<br>Rentals of<br>Americia, LLC | H&E Equipment<br>Services, Inc. | Herc Rentals, Inc. | Sennebogen, LLC | Sunbelt Rentals | UNITED RENTALS | Whites Welding,<br>LLC |
|---------------------------------------------------------------|-------|---------------------------|--------------------------|---------------------------------------------|-------------------|------------------------------------------|---------------------------------|--------------------|-----------------|-----------------|----------------|------------------------|
| Possible Points                                               |       |                           |                          |                                             |                   |                                          |                                 |                    |                 |                 |                |                        |
| Conformance to RFP Requirements                               | 50    | 41                        | 38                       | 31                                          | 42                | 38                                       | 36                              | 40                 | 31              | 43              | 41             | 35                     |
| Pricing                                                       | 400   | 350                       | 311                      | 241                                         | 320               | 331                                      | 329                             | 311                | 240             | 338             | 315            | 298                    |
| Financial Viability and Marketplace Success                   | 75    | 59                        | 62                       | 51                                          | 64                | 54                                       | 56                              | 62                 | 58              | 65              | 67             | 53                     |
| Ability to Sell and Deliver Service                           | 100   | 80                        | 74                       | 63                                          | 89                | 81                                       | 76                              | 84                 | 74              | 86              | 89             | 65                     |
| Marketing Plan                                                | 50    | 42                        | 35                       | 32                                          | 43                | 40                                       | 37                              | 39                 | 38              | 43              | 43             | 33                     |
| Value Added Attributes                                        | 75    | 64                        | 57                       | 54                                          | 66                | 58                                       | 57                              | 62                 | 58              | 63              | 67             | 55                     |
| Warranty and Performance Standards or Guarantees              | 50    | 35                        | 36                       | 25                                          | 43                | 42                                       | 38                              | 40                 | 39              | 39              | 42             | 33                     |
| Depth and Breadth of Offered Equipment, Products, or Services | 200   | 150                       | 141                      | 134                                         | 172               | 142                                      | 135                             | 173                | 136             | 175             | 176            | 141                    |
| Total Points                                                  | 1,000 | 822                       | 756                      | 629                                         | 839               | 787                                      | 763                             | 811                | 674             | 852             | 840            | 713                    |
| Rank Order                                                    |       | 4                         | 8                        | 11                                          | 3                 | 6                                        | 7                               | 5                  | 10              | 1               | 2              | 9                      |

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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

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Ashley Powers, Procurement Analyst

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Nicole Lueth, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
**REQUEST FOR PROPOSAL (RFP) #040924**  
Entitled

**Rental Equipment, Products, and Related Services**

The following advertisement was placed February 20, 2024 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), February 21, 2024 in Oregon's *Daily Journal of Commerce*, and February 20 and February 27, 2024 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Rental Equipment, Products, and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 9, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

|                                       |                                                                     |
|---------------------------------------|---------------------------------------------------------------------|
| 1385608 Alberta, Ltd.                 | Holt Machinery Company dba Reardon Metal dba Paragon Steel and Tool |
| ABC Van Rentals                       | JAPA Equipment Rentals, Inc.                                        |
| Advanced Dri, Inc.                    | JC SMITH, INC.                                                      |
| Aggreko Canada, LLC                   | JPS Works, LLC                                                      |
| Altec Industries, Inc.                | JSKA Moving Systems, Inc.                                           |
| ARX Perimeters                        | L.M. GENERATING POWER CO., LTD                                      |
| AUSTIN LOGISTICS, LLC                 | Midwest Wash Systems, LLC                                           |
| Big Truck Rental, LLC                 | NextEra Mobility, LLC                                               |
| Brandt Tractor                        | PADL, LLC                                                           |
| C and H OUTDOOR, LLC                  | PAPE Rents                                                          |
| Capacity Truck & Crane Services, Inc. | Prime Vendor, Inc.                                                  |
| Caterpillar, Inc.                     | Regina Construction Association                                     |
| City Rent A Truck                     | Ricoh Canada / Tammy Klym-Wolfe                                     |

|                                           |                                                                     |
|-------------------------------------------|---------------------------------------------------------------------|
| Clark Equipment Company                   | Rubbl Holdings, LLC                                                 |
| Commonwealth Equipment Corp.              | Scranton Manufacturing Company, Inc. dba New Way Trucks             |
| Compactor Rentals of America, LLC         | Sennebogen, LLC                                                     |
| Complete Equipment                        | Shopbot Tools, Inc.                                                 |
| Cross Country Canada Supplies and Rentals | Smart Power Systems Corp.                                           |
| Custom Truck One Source, L.P.             | Spectrum Equipment, Inc.                                            |
| Driven Equipment, Ltd.                    | Sunbelt Rentals, Inc.                                               |
| EGYM, Inc.                                | Super Save Group of Companies                                       |
| Fargo Rentall, Inc.                       | Taylor Sudden Service, Inc.                                         |
| Federal Signal Corporation                | Tech Operations, LTD                                                |
| Ferri Equipment, Inc.                     | Tennessee Valley Equipment, LLC                                     |
| First Green Industries, Inc.              | The Hertz Corporation                                               |
| Gable Steel, LLC                          | Toromont Material Handling, A Division of Toromont Industries, Ltd. |
| Gear Equipment, Inc.                      | Tracey Road Equipment                                               |
| Global Lease Group, Inc.                  | UNITED RENTALS (NORTH AMERICA), INC.                                |
| Gregory Poole Equipment Company           | Victoria Shipping Containers, Inc.                                  |
| H&E Equipment Services, Inc.              | West-Mark                                                           |
| Herc Rentals, Inc.                        | Whites Welding, LLC (Line Gear Rentals, LLC)                        |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on April 9, 2024 at 4:30 pm CT. Proposals were received from the following:

Big Truck Rental, LLC  
 Capacity Truck & Crane Services, Inc.  
 Caterpillar, Inc.  
 Compactor Rentals of America, LLC  
 Federal Signal Corporation  
 First Green Industries, Inc.  
 Global Rental Co, Inc. dba Altec Industries, Inc.  
 H&E Equipment Services, Inc.  
 Herc Rentals, Inc.  
 Holt Machinery Company dba Reardon Metal dba Paragon Steel and Tool  
 JAPA Equipment Rentals, Inc.  
 Scranton Manufacturing Company, Inc. dba New Way Trucks  
 Sennebogen, LLC  
 Spectrum Equipment, Inc.  
 Sunbelt Rentals, Inc.  
 United Rentals (North America), Inc.  
 Whites Welding, LLC (Line Gear Rentals, LLC)

Proposals were reviewed by the Proposal Evaluation Committee:

Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

Nicole Lueth, Procurement Analyst  
Bill Davison, CPPO, NIGP-CPP, Procurement Analyst  
Ashley Powers, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

Proposers were asked to submit a proposal based on their product offerings in designated categories. Proposers could select Category 1 if they could provide at least one solution in each Category 2 and Category 3 as defined in the RFP. Proposers seeking an award in Category 2 or 3, as defined in the RFP, must include at least one solution offered within the scope of the desired Category. The categories are listed below:

Category 1: Rental Equipment, Products and Related Services  
Category 2: Construction Equipment and General Rental Solutions  
Category 3: Public Works and Public Utility Equipment

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

**Category 1 Awarded Suppliers**

Caterpillar Inc. (CAT), offers construction, mining, and public works equipment rentals. They also offer used machine sales, parts, and service. With a vast independently owned dealer network, CAT provides coverage throughout the United States and Canada. Sourcewell participating entities will receive discounted, not to exceed pricing.

Compactor Rentals of America, LLC, offers compaction equipment for rent and refurbished equipment for sale. They offer services in forty-eight states and provide free maintenance with their rental agreements. Delivery, installation, and start-up training are included. Compactor Rentals of America offers substantial discounts to Sourcewell participating entities.

Global Rental Co, Inc. dba Altec Industries, Inc. offers participating entities a wide variety of construction and public works rental equipment with a rent-to-buy option. Global Rental has a robust sales force covering the United States and Canada and 24-hour mobile emergency service available. Global Rental offers a competitive discount to Sourcewell participating entities.

Herc Rentals, Inc., is offering a vast selection of construction and public works equipment, along with safety training, operator certification courses, and train-the-trainer courses. Their team of over 7,400 employees will serve the United States and Canada. They offer competitive pricing to Sourcewell participating entities.

Sunbelt Rentals, Inc. is a full line equipment rental company with over 16,000 product lines. They serve the U.S. and Canada with more than 1,300 company owned locations and their own sales and service staff with over 6,500 North American team members. They offer an e-procurement solution, punch-out catalog integrations, and electric and LP gas alternatives. Sunbelt is providing a strong discount on day, week, and monthly rentals as well as volume discounts.

United Rentals, Inc., is offering Sourcewell participating entities a comprehensive selection of construction and public works rental equipment with over 1,465 locations in the United States and Canada. Their United Academy

platform offers a library of courses and safety training. They are offering competitive not to exceed pricing for their rental equipment.

**Category 2 Awarded Suppliers**

JAPA Equipment Rentals, Inc. rents and services a variety of earthmoving and road building equipment from their two Alberta, Canada locations. They plan to provide services to Alberta, the Yukon, the Northwest Territories, Saskatchewan, and British Columbia. They are offering rental purchase options and an attractive discount to Sourcewell participating entities.

**Category 3 Awarded Suppliers**

Federal Signal Corporation offers public works rental equipment to Sourcewell participating entities with an option to purchase. With over 100 dealer locations, they are prepared to serve the United States and Canada. Federal Signal Corporation offers a competitive discount to Sourcewell participating entities.

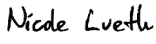
Scranton Manufacturing offers forty-five models of refuse trucks for rent or purchase. In addition to traditional diesel combustion engine-powered equipment, they also offer alternatively fueled refuse collection vehicles. They serve both the United States and Canada and offer a competitive discount to Sourcewell Participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #040924 to:

|                                             |             |
|---------------------------------------------|-------------|
| Caterpillar Inc.                            | #040924-CAT |
| Compactor Rentals                           | #040924-CMR |
| Federal Signal Corporation                  | #040924-FSC |
| Global Rental Co, Inc. dba Altec Industries | #040924-ALT |
| Herc Rentals                                | #040924-HRC |
| JAPA Equipment                              | #040924-JPA |
| Scranton Manufacturing                      | #040924-NWY |
| Sunbelt Rentals                             | #040924-SNB |
| United Rentals                              | #040924-URI |

The preceding recommendations were approved on May 31, 2024.

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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

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Nicole Lueth, Procurement Analyst

Sourcewell

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*Bill Davison*

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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

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*Ashley Powers*

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Ashley Powers, Procurement Analyst

**STATEMENT OF COMPLIANCE**

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #040924 for Rental Equipment, Products, and Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP  
Sourcewell Chief Procurement Officer



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                |
| Piggyback Term Contract<br><i>Equipment Rental and Related Services</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                |
| Approval to piggyback the Sourcewell Term Contract No. 040924-SNB with Sunbelt Rentals, Inc. to provide equipment rental and related services in accordance with the City of Clermont's Procurement Policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                |                                |
| <p>The Procurement Services Department, in coordination with the Public Services Department, recommends approval of this action.</p> <p>At the request of the Public Services Department, the Procurement Services Department identified the Sourcewell Term Contract No. 040924-SNB as a suitable procurement vehicle for equipment rental and related services. This contract was competitively solicited in compliance with the City of Clermont's Procurement Policy, ensuring a cost-effective and compliant procurement process.</p> <p>The contract includes an initial three-year agreement, with the option for three (3) additional one (1) year renewal periods at the City's discretion. The estimated contract value for the initial term is more than \$50,000, with a start date of September 10, 2025. The contract will provide equipment rental and related services during hurricane season and other emergency-related events. Funding will be allocated on a project-by-project basis by the respective departments from the Rentals-Equipment Fund, Object Code 54400.</p> <p>Utilizing piggyback contracts, as authorized under Procurement Policy Section E.9, enables the City to leverage competitive pricing from existing government-awarded contracts. This approach reduces administrative costs and procurement lead time while ensuring cost-effective pricing. The Procurement Services Department has reviewed and determined that this method is in the City's best interest.</p> <p>Approval of this contract does not obligate the City to make purchases. Individual departments will budget and allocate funds as needed for expenditures related to piggyback contracts. The estimated contract value reflects potential expenditures but does not represent a specific department's allocated budget.</p> |                                                |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                |                                |
| Funding will be determined on a project-by-project basis by the respective departments and allocated from the Rentals-Equipment Fund, Object Code 54400. Actual costs are dependent on need during a storm or other emergency-related events.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Fund Number and Description</b>             | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |                                |
| 1. Sunbelt 040924 - Sourcewell Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Sunbelt 040924 - Sourcewell Contract.pdf       |                                |
| 2. Sunbelt Rates - Sourcewell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Sunbelt Rates - Sourcewell.pdf                 |                                |
| 3. Proposal Evaluation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Proposal Evaluation.pdf                        |                                |
| 4. Comment and Review-Rental Equipment 040924                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Comment and Review-Rental Equipment 040924.pdf |                                |



**Solicitation Number: RFP #040924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sunbelt Rentals, Inc., 1799 Innovation Pt., Fort Mill, SC 29715 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## **2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be in good working order. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances other than those that are common in the course of doing business (i.e. financing), and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended as communicated to Supplier. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Intentionally omitted.

## **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier. If a Participating

Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. The calculation of total sales will exclude transportation, fuel, environmental fees, labor, repair charges, damage charges, parts, taxes, surcharges, and Rental Protection Plan charges. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the



circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

**Neither party shall have any liability in regard to consequential, exemplary, special, incidental or punitive damages, even if it has been advised of the possibility of such damages.**

**LIMITATION OF SUPPLIER'S LIABILITY: In consideration of the rental of the equipment and services provided, Sourcewell agrees that Supplier's liability under this contract, including any liability arising from Supplier's or any third party's comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed \$1,000,000.**

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.



### 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

#### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
  - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
  - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities. For clarification, Supplier will obtain the licenses and permits for the equipment rented; however Participating Entity is responsible for the licenses and permits required for the project for which the equipment is rented for.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Due to the size and scope of its rental fleet, Supplier cannot confirm the state or country of origin of each brand of equipment since it is not the manufacturer.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;



and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

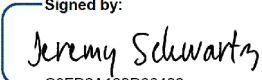
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Sunbelt Rentals, Inc.

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
9/10/2024 | 4:27 PM CDT  
Date: \_\_\_\_\_

Signed by:  
  
BAA1A5585C0D49B...  
By: \_\_\_\_\_  
Stephanie L. Ransone  
Title: Senior Contract Manager  
9/10/2024 | 4:19 PM CDT  
Date: \_\_\_\_\_

# RFP 040924 - Rental Equipment, Products, and Related Services

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## Vendor Details

Company Name: Sunbelt Rentals

Does your company conduct business under any other name? If yes, please state: No

Address: 2341 Deerfield Drive  
Fort Mill, sc 29715

Contact: Natalia Welch

Email: natalia.welch@sunbeltrentals.com

Phone: 912-247-0870

HST#: 58-04-15192

## Submission Details

Created On: Friday March 29, 2024 12:00:21

Submitted On: Tuesday April 09, 2024 11:57:58

Submitted By: Natalia Welch

Email: natalia.welch@sunbeltrentals.com

Transaction #: 43380aef-69cb-428e-a7e6-a6b514eefac8

Submitter's IP Address: 104.129.207.46

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question                                                                                                                                                                                                                                                                               | Response *                                                                                                                                                                                                                                                       |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1         | Proposer Legal Name (one legal entity only):<br>(In the event of award, will execute the resulting contract as "Supplier")                                                                                                                                                             | Sunbelt Rentals, Inc.                                                                                                                                                                                                                                            | * |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.                                                                                                                                                                  | N/A                                                                                                                                                                                                                                                              | * |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.                                                                                                                                                               | N/A                                                                                                                                                                                                                                                              | * |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):                                                                                                                                                                                                                              | Cage 1LCW3 Unique Identifier DLPTJJFYIJD5                                                                                                                                                                                                                        | * |
| 5         | Proposer Physical Address:                                                                                                                                                                                                                                                             | 1799 Innovation Pt.<br>Fort Mill, SC 29715                                                                                                                                                                                                                       | * |
| 6         | Proposer website address (or addresses):                                                                                                                                                                                                                                               | www.SunbeltRentals.com                                                                                                                                                                                                                                           | * |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Stephanie L. Ransone, Senior Contract Manager<br>1799 Innovation Point, Fort Mill, SC 29715<br>Mobile: (704) 307-8593<br>contractteam@sunbeltrentals.com                                                                                                         | * |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):                                                                                                                                                                                            | Natalia Welch<br>Government Sales Director<br>199 W. Chatham Blvd.<br>Garden City, GA 31408<br>Ph. (912) 247-0870<br>E. Natalia.Welch@SunbeltRentals.com                                                                                                         | * |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):                                                                                                                                                                                     | Mike Fellows<br>Regional Government Account Manager<br>1209 Pennoyer Ave.<br>Grand Haven, MI 49417<br>Ph. (616) 201-6601<br>E. Mike.Fellows@SunbeltRentals.com<br>Matt Rolfe<br>Regional Sales Manager<br>Ph. (843) 339-0560<br>E. Matt.Rolfe@sunbeltRentals.com |   |

**Table 2: Company Information and Financial Strength**

| Line Item | Question | Response * |  |
|-----------|----------|------------|--|
|-----------|----------|------------|--|

|    |                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.                                                                                                                                 | <p>Sunbelt Rentals, Inc. and its affiliates ("Sunbelt") are equipment rental companies that specialize in the broadest range of rental equipment in the industry. Established in 1983 and headquartered near Charlotte, North Carolina. Sunbelt has evolved from a small, local operation to a giant rental industry today. Sunbelt is a wholly owned subsidiary of Ashtead Group plc which is headquartered in London, England and is the second largest rental company in the UK operating as A-Plant. Building on its solid foundation in the Southeast, the company has now established itself as the second largest rental company in the North America and will continue to grow through green field initiatives and acquisitions. Sunbelt is strategically positioned with convenient locations to provide superior customer service with more than \$15 billion in rental fleet and over 1300 plus locations combined across 50 states within the contiguous United States, including Hawaii, and in four provinces in Canada.</p> <p><b>VISION, MISSION &amp; VALUES</b><br/> We have one vision – to own the future of rental<br/> We set the standard. We keep evolving. No-one matches the safety, innovation and solutions we deliver for you.</p> <p>Our mission - we will deliver a world-class rental experience.<br/> Creating exceptional customer experiences with world-class satisfaction levels through our team of empowered, engaged and motivated experts.</p> <p>Our values sum up the way we think, the way we act and what we do<br/> Our values were created together, by our people. They are part of our DNA. They are:</p> <p>Safe: Safety is our number one priority. If it can't be done safely, it won't be done. For our people and for you, nothing matters more.</p> <p>Responsible: We do the right thing for our people, for you, for our communities and for our planet.</p> <p>Innovative: We're always making things better. Not just the equipment we supply, but the services we deliver and the way that we do our jobs.</p> <p>Action: No standing back. No standing still. When something needs doing, we step up and make it happen.</p> <p>Expert: Our expertise makes us different. We deliver specialized solutions for you, every time.</p> <p>Teamwork: We trust each other to build a business to be proud of. Together, we are unstoppable.</p> | * |
| 11 | What are your company's expectations in the event of an award?                                                                                                                                                                                                                                                       | The expectation for a Sourcewell award is to continue to align Sunbelt Rentals with a "best in class" government cooperative resulting in a mutually beneficial partnership that will propagate the transition from ownership to rental within the public sector. This concept represents an emerging market with mutually limitless potential. This is particularly the case when factoring in Sunbelts equipment and service capabilities beyond general tool and construction equipment. We are seeking to continue a partnership focused on providing value to a diverse group of participating entities who represent an emerging market with equipment and solutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | See attached Financial Statement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |
| 13 | What is your US market share for the solutions that you are proposing?                                                                                                                                                                                                                                               | 12%, \$120 Billion Industry                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?                                                                                                                                                                                                                                         | 6%, \$660 Million industry                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.                                                                                                                                                                                                                               | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Sunbelt Rentals is a service provider. Our service is making the necessary item for any particular purpose available to a participating entity on an "as needed basis". Sunbelt's locations are company owned. Our sales and service staff are all Sunbelt Rentals employees. There is no third-party involvement. Our main office, or "Headquarters" is referred to as the "Support Office". The "Support Office" assists Sunbelt Rentals' sales and service staff with a cohesive message resulting in the consistency & dependability our customers expect. Sunbelt Rentals has set the bar for expectations in the rental industry. One Company, One Mission, One Message - "Make it Happen for our Customer". | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years                                                                     | Sunbelt Rentals is recognized by the Equipment Rental Registry as one of the largest rental companies in the North America. Sunbelt is a proud supporter of the Gary Sinise Foundation and has received the "military-friendly employer award" for the fourth consecutive year in 2024. Military Friendly® is the standard measured by VIQTORY, assessing an organization's commitment, effort, and success in creating sustainable and meaningful benefits for the military community. Over 1,500 organizations compete annually for Military Friendly® designation. Sunbelt Rentals is also a recipient of the 2023 Sustainable IT Impact Award. The award represents a diverse range of companies and industries who have demonstrated exceptional leadership and dedication in advancing sustainability while positively impacting their businesses. | * |
| 20        | What percentage of your sales are to the governmental sector in the past three years                                                                                           | The government sector sales are approximately 7% of the overall Sunbelt revenue, including federal, state, local and education sections. Fiscal year 2023 total revenue was approximately 9.6 Billion. While the percentage of business is small, it is one of our fastest growing business units and represents a long term, large growth opportunity for Sunbelt Rentals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | * |
| 21        | What percentage of your sales are to the education sector in the past three years                                                                                              | Approximately 40% of the government sector revenue is generated by K-12 school districts and higher education sector.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | Omnia Partners Public Sector-\$34.7 Million<br>E&I- \$3.7 Million<br>NASPO - \$4.8 Million<br>Sourcewell - \$ 4.1 Million<br>GSA - \$13.03 Million                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | * |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA & GSA Short term contract - \$13.03 Million                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | * |

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *                            | Contact Name *                               | Phone Number * |   |
|------------------------------------------|----------------------------------------------|----------------|---|
| City of Atlanta                          | Jan Rivers<br>jsrivers@atlantaga.gov         | 404-546-1000   | * |
| Texas Department of Criminal Justice     | Larry Krempin                                | 936-437-7253   | * |
| State of Mississippi                     | Yolanda Thurman<br>yoland.thurman@dfa.ms.gov | 601-359-3409   | * |
| North Carolina Department of Corrections | Mike Wallace                                 | 336-483-1171   |   |
| San Antonio ISD                          | Rosalie Cavazos<br>rcavazos@saisd.net        | 210-354-9060   |   |

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                | Entity Type * | State / Province * | Scope of Work *                                                                                                                         | Size of Transactions * | Dollar Volume Past Three Years * |   |
|----------------------------|---------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------|---|
| DFAS - Indianapolis Center | Government    | Indiana - IN       | Provided various pieces of Equipment & temporary structures for rental during times of need.                                            | \$5,119,968.00         | \$6,119,968.00                   | * |
| LA DPW                     | Government    | California - CA    | Worked with the Department of Public Works to help with equipment rental needs in times of bypass pumping & heavy dirt equipment needs. | \$1,180,855.00         | \$5,904,905.00                   | * |
| San Antonio Schools        | Education     | Texas - TX         | Worked with the School District to provide HVAC/ Climate Control equipment throughout the district.                                     | \$899,540.00           | \$4,288,872.00                   | * |
| Dekalb County              | Government    | Georgia - GA       | Provided various pieces of equipment on an as needed basis.                                                                             | \$2,990,989.00         | \$3,990,989.00                   | * |
| Ventura County             | Government    | California - CA    | Worked with their public works department to establish a plan for standby generators over the course of several months.                 | \$2,790,098.00         | \$2,898,531.00                   | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question                                      | Response *                                                                                                                                                                                                                                      |   |
|-----------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 26        | Sales force.                                  | 6,400                                                                                                                                                                                                                                           | * |
| 27        | Dealer network or other distribution methods. | N/A Sunbelt Rentals locations are company owned, and clustered throughout North America. This cluster approach provides broad coverage for the customer while the company ownership lends itself to a cohesive and consistent level of service. | * |
| 28        | Service force.                                | 8,200                                                                                                                                                                                                                                           | * |

|    |                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.                                                                                                                                                                                              | Sunbelt Rentals has many ways in which a customer can place an order, these include: phone, in-store, email, website, contacting the local dedicated Sunbelt Representative, or our online platform known as Command Center. Each order is handled by the local Sunbelt location. Once an order is received, one of our Equipment Rental Specialist begin the process of locating the equipment and making sure it is in proper working condition and either schedule a time to deliver the equipment or schedule a time for the customer to pick the equipment up from the local Sunbelt.                                                                                                                                                                                                                                                                                                                                                                              | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.                                                                                              | We constantly advance the idea of what an equipment rental company can do for its customers, through unmatched customer solutions.<br>At Sunbelt Rentals, we are committed to delivering the equipment, service, and expertise your project requires. Backed by the support and strength of an extensive network of local rental locations, empowered to do whatever it takes to deliver ready-to-work equipment when and where needed. We promise our customers we will MAKE IT HAPPEN.<br>AVAILABILITY - We promise to have our core equipment * available in the market you are in, or we will leverage our network to source it.<br>RELIABILITY - We will deliver your equipment within 1 hour of our promised delivery time.<br>While our equipment is on rent, we will be on site within 1 hour of our promised service time.<br>We provide 24/7 customer support & Response.<br>EASE - We promise total customer satisfaction – in-person, online, and by phone. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.                                                                                                                                                                                                             | Sunbelt Rentals has been an awarded supplier for Sourcewell for the past 5 years. We value the partnership that we have formed over these 5 years and look forward to a continued partnership. We are dedicated to our current Sourcewell members and excited about the new opportunities this Sourcewell award will offer. We are eager to proudly serve customers throughout North America with planned and unplanned needs. Our people, range of products, and broad solutions set us apart in the rental industry, enabling us to provide unparalleled customer experiences. With more than 1300 locations in the United States we have the right piece of the equipment for any need. - Local Muscle, National Hustle.                                                                                                                                                                                                                                             | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.                                                                                                                                                                                                                        | With our large expansion into the Canadian market over the past 3 years, we look forward to the opportunity to grow our current customer base in Canada through a Sourcewell award. We have nearly 100 locations in Canada eager to proudly serve customers throughout Canada. Our people, nearly 100 locations, an aggressive growth plan, range of products, and broad solutions set us apart in the rental industry.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.                                                                                                                                                                                                                     | Sunbelt Rentals is fully capable to service the contiguous United States.<br><br>In Canada, we do not have a presence in Newfoundland and Labrador, the Yukon territory, NW Territories, Nunavut and Prince Edward island.<br><br>There is a possibility that we can handle individual requests on a case by case basis in these territories in Canada.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Sunbelt Rentals has the footprint in the United States and Canada to fully service customers through the proposed contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.                                                                                                                                                                                               | Both Hawaii and Alaska can present logistical challenges with regard to physical proximity and access to customer locations. Due to these challenges, the availability of fleet and the cost to get it to the customer can vary.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |   |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Our goal at Sunbelt Rentals is to build upon our current partnership and relationship with Sourcewell and current members by promoting a newly awarded contract agreement with new and existing government and non-profit customers. The plan below outlines key marketing initiatives and strategies we will implement to help achieve that goal. Sunbelt will continue to identify and focus on marketing opportunities at a National, Regional, and Local level through sales and marketing campaigns. We have launched some very impactful marketing campaigns based around our cooperative partnerships that have driven revenue in a geographic region in excess of 30% growth. These sales and marketing campaigns are developed and then monitored utilizing our internal application called Sunbelt Rentals Accelerate. Utilizing this internal application ensures customer contact and consistent interaction. We will have a continued focus on our current Sourcewell members while working on the largest opportunities provided to us by Sourcewell. We will utilize follow up reporting to look at best practices and drive strategy.</p> <p>We value the work that we have done in partnership with Sourcewell over the past 5 years and will continue to work collaboratively to develop additional brochures for prospective members outlining the benefits of the contract partnership. This marketing brochure will highlight the benefits of renting, including cost efficiencies and expanded capabilities. It will also include a summarization of all Sunbelt divisions including general construction equipment, pump solutions, power transmission, floor care, climate control, temporary bridging, facilities maintenance, emergency response, ground protection, temporary structures, trench shoring, and available trainings.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.                                                                            | <p>Sunbelt Rentals uses a wide range of digital data in our marketing strategy. We use and maintain multiple social media outlets for customer knowledge, awareness, and community involvement. From showcasing a new product to responding to a customer's needs in the middle of the night. Constant contact through multiple outlets is particularly beneficial to those with mission critical needs like power generation, HVAC, Fluid movement, or pumping. All Sunbelt Rentals marketing materials and support documents are housed within our Accelerate application.</p> <p>The application allows field representatives immediate access to all materials and marketing brochures resulting in the ability to share with customers on the go or post to one of our social media outlets.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Over the past 5 years we have formed a successful partnership with Sourcewell. The team at Sourcewell has demonstrated time and time again of how much their members and suppliers alike mean to their organization. Sourcewell has proven to provide value to members through best in class contract vehicles from a world class supplier. Our goal is for Sourcewell to continue to educate its members on the merits of equipment rental and help align member opportunities with us, while serving as a resource to provide continued guidance on growing our business through a new contract award.</p> <p>The integration of an awarded contract into the Sunbelt Rentals sales process has multiple layers. Upon completion of an implementation meeting with Sourcewell where mutual objectives are outlined, our internal roll-out begins. That process includes a company wide announcement, updated marketing materials, social media announcements, the update of our website to reflect contract details, regional announcements with impact calls, the exchange of membership. Participation list(s), the development of Sourcewell training documents for our sellers by Sunbelt University (SBU), the loading of account assignments into CRM and Sunbelts Accelerate application.</p> <p>This strategic and tactical aspects of integration and execution are managed and overseen by Sunbelt Rentals dedicated Government sales team with input from Sourcewell and Sunbelt Rentals executive management.</p> <p>Sunbelts sales force is made up of 6500 team members throughout North America. These team members work within geographic regions. Our Government team also works within these regions providing direction on our sales efforts as they relate to public sector customers, training on the features and benefits of any resulting contract, and working alongside our sales representatives calling on participating entities. Our Government team also manages a book of business targeting our largest public sector opportunities.</p> <p>Additionally, the Sunbelt Rentals Government team works with each of the Regional Vice Presidents and Regional Sales Director within our 17 regions to ensure a cohesive message and sales effort for any resulting contract. This message flows to each company district and the locations within that district. Integration is supported by inside sales staff, and our Accelerate application which empowers our sales force with visibility to all customers in a geographic area, the ability to manage a calendar of appointments, and retain and share notes on any customer or prospect.</p> | * |

|    |                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Sunbelt Rentals provides an array of methods for our customers to engage in business with us. Sunbelt offers the ability to rent online through our company website <a href="http://www.sunbeltrentals.com">www.sunbeltrentals.com</a> or our Command Center application.</p> <p>Sunbelt Rentals also has the ability to integrate with a customers through Punch-Out catalogs. However, the most widely used ordering e-procurement process for Sunbelt Rentals customers is our Command Center application which is accessed through our website. Profiles are created with a username and password based off of account number. Once the online account is set up a customer has access to completely have control over their account. They can place orders, track fleet on rent, see most frequently rented equipment, pay invoices, schedule future rental needs, request equipment pick up, track order history, or even request a service call. This is a very robust system giving customers everything they need by computer mobile application.</p> | * |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

**Table 8: Value-Added Attributes**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                  | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 40        | Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Safety is the number one priority at Sunbelt Rentals. We offer some of the most robust safety trainings in the industry.</p> <p>Experienced Trainers: Sunbelt Rentals Trainers with years of industry experience conduct live sessions in person and virtual.</p> <p>Open Discussion forum: Training includes an open discussion forum, encouraging student participation.</p> <p>Convenience: Ease of convenience with the option for us to hold in person trainings as well as virtual trainings.</p> <p>Maximize your employee's time: Your employees spend time on the jobsite with minimal time away for in-person evaluations.</p> <p>We offer safety trainings in the following categories: Forklift, Mobile Elevated Work Platform (MEWP), Earth Moving, Scaffolding, Train the Trainer, Fall Protection/Operating at Heights, OSHA Trench and Excavation Competent Person Training, Facility Cleaning.</p> <p>Please see attached document for pricing. Trainings outside of what is listed in the document are specialized and will be quoted at time of need.</p>                                                                                                                                                                                                                                                                                                                                                             | * |
| 41        | Describe any technological advances that your proposed products or services offer.                                                                                                                                                                                                                                                                                                        | In addition to offering one of the youngest and most diverse equipment offerings in the industry, Sunbelt Rentals has developed a digital platform that empowers our end users to review telematics for usage patterns, manage equipment rentals, Fleet, job sites, order status, pick-up, maintenance, and re-order from our website or mobile application anywhere or anytime. This advancement is known as Command Center. Please see the attached documents in Section 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | * |
| 42        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.                                                                                                                                                                                                                                       | <p>In 2021, Sunbelt Rentals announced that leading by way of ESG would be one of the five pillars of the company's strategic vision. Sunbelt Rentals is the first national rental company to adopt Bobcat all-electric technology, with the intent to support emission reduction goals for both its customers and the company itself. Sunbelt Rentals fleet that also includes all-electric scissor lifts and skid steers, along with Ford F-150 Lightning trucks, and BESS power equipment that reduces diesel emissions up to 80% for power generation. This new equipment offering reflects the Sunbelt Rentals commitment to providing customers with innovation that is powerful, yet sustainable. Several of these product lines are exclusive to Sunbelt Rentals.</p> <p>It is also a means to offer new low- and zero-carbon technologies for both its on-road fleet and its rental equipment offering for customer complies with environmental laws, including all laws related to waste disposal, air emissions, discharges, toxic substances, and hazardous waste disposal. The makeup of our fleet offering makes it difficult to have a certifying agency blanket the operation of the entire organization. We do have best practices in place for our operations, and fleet that meets various equipment specific requirements. For example, combustible engines. Tier 4, etc., Information can be provided upon request.</p> | * |
| 43        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.                                                                                                   | This question would be better suited for the equipment manufacturer. However, Sunbelt Rentals does makes environmentally conscious decisions to invest in fleet that meets various eco requirements. For example, we own a multitude of Tier 4 compliant equipment with the latest emissions technology. We also offer many electric and LP gas alternatives, electric powered equipment, smart equipment, efficiency monitoring, Silica dust extraction compliant equipment, and more.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | * |

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|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | N/A Sunbelt Rentals is a large business publicly traded on the London stock exchange.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?                                                 | <p>Simply put, our people and their willingness to Make it Happen for the customer. Combine that with the diversity of our fleet, our willingness to answer the call no matter the time and you have a rental solutions provider second to none. That's what sets us apart. Sunbelt Rentals is one of the largest equipment rental providers in North America with over 20,000 team members and 1300 plus locations. Our current fleet value is over \$15 billion and is comprised of the youngest and broadest fleet offering in the industry. We have common equipment as well as the equipment many customers never anticipate needing. We set the standard in our industry by constantly advancing the idea of what a rental company can do for its customers, through unmatched solutions, uncompromising safety, and continuous innovation. With company growth averaging 20% for multiple years in a row, we have the knowledge and know how to service our customers, while much of this growth is done organically. Moreover, Sunbelt employs a dedicated Government sales team that possess a vision for what Equipment Rental could be for the public sector, and the drive to take it there. Sunbelt Rentals has the "Sunbelt Promise" that gives our customers piece of mind knowing we will have the equipment they need when they need it. The first part of our promise is for us to have our core equipment list available. The second part of our promise is the equipment will remain operable throughout the entire rental if it's not we have 4 hours to replace or repair. Last, is our promise to respond, our promise to our customers is to respond to them within one hour, this is 24hours a day and seven days a week.</p> <p>We hope we're able to continue to achieve that vision in partnership with Sourcewell. In the documents section we've included a cover letter and executive summary highlighting more about our capabilities and that which sets us apart.</p> <p>ATTACH EXECUTIVE SUMMARY</p> | * |

**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                                                                                                                                                                              | Response *                                                                                                                                                                                                                                                                                  |   |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 46        | Do your warranties cover all products, parts, and labor?                                                                                                                                                                                                              | N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity.                                                                                                                                           | * |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?                                                                                                                                                                     | N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity.                                                                                                                                           | * |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?                                                                                                                                                             | N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity.                                                                                                                                           | * |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | N/A Warranty claims on rental equipment owned by Sunbelt Rentals are handled by Sunbelt Rentals, and have no bearing on the participating entity                                                                                                                                            | * |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?                                                                      | Sunbelt Rentals is not an equipment manufacturer, and does not warrant equipment. Equipment warranty is a function of the original equipment manufacturer. Warranty claims on rental equipment will be passed on to the OEM by Sunbelt Rentals.                                             | * |
| 51        | What are your proposed exchange and return programs and policies?                                                                                                                                                                                                     | N/A unless it's relative to an equipment rental that has experienced a breakdown. While our equipment is on rent, we will be on site within 1 hour of our promised service time. Equipment will be up and running within 4 hours, or swapped out with No Charge for the equipment that day. | * |
| 52        | Describe any service contract options for the items included in your proposal.                                                                                                                                                                                        | N/A                                                                                                                                                                                                                                                                                         | * |

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |   |
|-----------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 53        | Describe any performance standards or guarantees that apply to your services                             | <p>We have the Sunbelt Promise.</p> <p>Satisfaction - We supply the right equipment, on time, serviced and ready to do the job at hand.</p> <p>On-Time Delivery - We deliver within 45 minutes of the quoted delivery time.</p> <p>Service - We repair or replace down equipment within 4 - hours of the call for service</p> <p>Availability - We have a core list of guaranteed stocked items. Our promise to to have these items in stock.</p> <p>After - Hours Response</p> <p>Quick response for emergency after - hours delivery and service calls are important. A local operational representative will respond to you after- hours within 1 hour.</p>                                                                                                                                                                                                                                                                                                                                     | * |
| 54        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Sunbelt has comprehensive equipment preventive maintenance schedules that are done per the manufacturer's specifications and are audited to ensure compliance in the field. Our execution of a maintenance program for all equipment includes indicating the type of maintenance required for each piece of equipment and the frequency in accordance with the manufacturer's recommendations. Other maintenance and repairs modes are wear, failure repair, damage, and warranty repairs. All maintenance and repairs are tracked by asset and include data points of labor, repair parts, date of failure, machine hours and failure mode.</p> <p>Sunbelt Rentals' automated service schedule prompts to perform a "Frequent Inspection" every 60 days. During the inspection, the current meter reading is recorded and verified for needed maintenance events.</p> <p>We maintain costs records to determine the efficiency of our fleet; however, that data is not publicly available.</p> | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question                                                                                                                                                                                                                                                                 | Response *                                                                                                                                                                                                                                                                                                                                                                                        |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 55        | Describe your payment terms and accepted payment methods.                                                                                                                                                                                                                | Due upon receipt of invoice, however we will accept participating entity terms up to 30 days.                                                                                                                                                                                                                                                                                                     | * |
| 56        | Describe any leasing or financing options available for use by educational or governmental entities.                                                                                                                                                                     | No, Sunbelt Rentals is an equipment rental provider. The value proposition of renting equipment is only paying for the time you've rented it.                                                                                                                                                                                                                                                     | * |
| 57        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Sunbelt utilizes the rental out ticket as the delivery ticket that is subject to the terms of this agreement, if awarded. This rental out ticket provides the equipment rented as well as any additional fees applicable. For clarification, Sunbelt's proposed rates are based on a 28 day billing cycle and standard shift rates of 8 hours day/40 hour period week/160 hour-per 4 week period. | * |
| 58        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?                                                                                                               | Sunbelt Rentals accepts p-card payments at no additional costs.                                                                                                                                                                                                                                                                                                                                   | * |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |   |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 59        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                                                     | The Sunbelt Rentals pricing model consists of a market basket reflecting our most frequently rented public sector items expressed in not to exceed terms. Additionally, we are offering our entire catalog which can be found on <a href="http://www.sunbeltrentals.com">www.sunbeltrentals.com</a> . A discount from our Day, Week, and Month rental rates will be given on all items outside the market basket. The discount on rental rates allows us to offer our entire catalog providing for a competitive rate for each participating entity in each geographic market for every category & classification of equipment. We've attached a statement of pricing and taken an exception | * |
| 60        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.                                                                                                                                                                                                                                                                                       | The market basket & discount from Day, Week, and Month rental rates reflects competitive rates for our most frequently rented public sector items. The pricing was developed with historical usage data, contract and bid awards. The discount structure for items outside the market basket will be 5% off of the Day rate, 10% off the week rate, and 12% off of the Month rate. Rental rates vary for geographic areas depending on market conditions. Discounts will remain the same, yielding competitive rates for participating entities in any given geographic area.                                                                                                                | * |
| 61        | Describe any quantity or volume discounts or rebate programs that you offer.                                                                                                                                                                                                                                                                                                                                                                                                                                         | Sunbelt Rentals will offer additional Day, Week, and Month rate discounts from book rate in exchange for rental volume. This will be available for participating entities willing to execute a participating addendum, and associate some form of purchase order with it. Additional discounts will be dependent on the rental volume.                                                                                                                                                                                                                                                                                                                                                       | * |
| 62        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.                                                                                                                                                                                                                                 | "Sourced" items will be equipment currently not in the Sunbelt Rentals fleet that a specific participating entity would like to have access to, or removed from their fleet. Sunbelt Rentals will take into consideration the possibility of acquiring equipment and providing it as a rental item on an as needed basis to the participating entity. This is not an exclusive offer to purchase equipment from the participating entity. Our pricing document includes an RFQ line item option for such instances.                                                                                                                                                                          | * |
| 63        | Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The potential for set up, tear down, or final connections exists with large specialty projects such as a sewer bypass, large scaffolding projects, temporary structures, large generator and power distribution rentals and large HVAC applications. These are sometimes engineered solutions that require professional set up. Set up charges and any additional charges will be quoted at the time of request. All references to fuel surcharges, environmental fees, permits, etc. are outlined in our pricing document.                                                                                                                                                                  | * |
| 64        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.                                                                                                                                                                                                                                                                                                                                             | Equipment can be picked up at no charge. However, most equipment require a special truck and or trailer for delivery. Standard Pick-up & delivery apply.<br>Charges equal \$150.00 each way and \$4.00/mile thereafter.<br>Canadian rates are 195.00 each way and \$4.00/km thereafter.<br><br>Anything outside of standard delivery rates including: emergency deliveries, after hours deliveries, permitting, escort vehicles, 3rd party haulers, etc. will be quoted at the time of delivery.                                                                                                                                                                                             | * |
| 65        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                                                                                                                                                                                                                                                                                                                                                              | To be quoted at the time of request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | * |
| 66        | Describe any unique distribution and/or delivery methods or options offered in your proposal.                                                                                                                                                                                                                                                                                                                                                                                                                        | Sunbelt Rentals owns and operates it's own delivery fleet. Our North American footprint uniquely positions us to move equipment quick and efficiently. When necessary we will use a third-party hauler.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * |



**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                                                                                    | Comments                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 67        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | Sunbelt has had a dedicated government sales program for over 10 years. Through our development and successful implementations of the largest GPOs and their members; this has allowed us access to historical data on the types of equipment government and nonprofit customers have rented over the past 10 years. We used this data to compile to most comprehensive market basket and pricing structure to date. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |   |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 68        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Most of the rental industry as well as all Sunbelt locations operate in the same sales system called Wynne. Our Wynne system allows us to load customer pricing for each and every applicable account number. Once pricing is loaded in Wynne, each and every piece of equipment that has a loaded rate or discount will auto populate with the correct pricing when a rental contract is written. The reporting aspect will be a combination of a manual and electronic format. Sourcewell members will need to provide a Letter of Participation fund on <a href="http://www.sunbeltrentals.com">www.sunbeltrentals.com</a> in order for us to properly identify members with a sunbelt rentals account. We maintain a list of active Sourcewell participants utilizing the current Sunbelt Rentals agreement. This is used for reporting, as well as sales planning. | * |
| 69        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.                                                                                                                                                                                                                                                                                                                                                                    | Sunbelt has an aggressive growth strategy. We utilize industry data along with historical data to develop our strategy for success. We have several internal reporting tools that allow us to track growth. Reports are reviewed by upper management on a weekly and monthly basis to track success. Pertinent data that we review includes active customers, year over year growth, month over month performance, number of times a customer has rented in past month/quarter/year, date of last invoice, and market share from particular customers.                                                                                                                                                                                                                                                                                                                  | * |
| 70        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)                                                                                                   | Two percent (2%) administrative fee of equipment rental revenue.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | * |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

| Line Item | Question                                                                | Response *                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|-----------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 71        | Describe the rent-to-buy option for new rental equipment if applicable. | Sunbelt Rentals does not provide a rent-to-buy option for new equipment.                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 72        | Describe your used rental equipment sales program if applicable.        | Sunbelt Rentals has an average fleet age of 40-months. We have an equipment list that is generated each quarter that gives details on what pieces of equipment are available for sale. This equipment is available to all customers including customers that participate in the Sourcewell contract. Prices are dependent on age and condition of the equipment. Equipment is sold as is with no warranty. There is also no admin fee paid on the sale of any new or used equipment. |  |

|    |                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |   |
|----|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 73 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Sunbelt Rentals is a full line equipment rental company with over 16,000 product lines. We will be offering a market basket equipment list that is compiled of the most frequently rented items within the government sector. The list was created with historical usage data and extensive research. Additionally, we are offering our entire catalog based off a % off local rental rates. Our offering includes General Tool &amp; Construction equipment, Climate Control, Power Generation, Pump Solutions, Ground protection, Temporary bridging, Temporary Structures, Temporary Fencing, Temporary Containment Walls, Trench shoring, Refrigeration Scaffolding, Facilities Maintenance Equipment, Floor Care Solutions equipment, safety training, and any related equipment.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | * |
| 74 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>Sunbelt Rentals offers over 90 categories of equipment. Within each category are multiple subcategories, or classifications that are too numerous to list. That list would include in excess of 30,000 items. Please allow us to highlight several below that have been mission critical to the public sector.</p> <p>Pump solutions.</p> <ul style="list-style-type: none"> <li>- water and sewer bypass set up, monitoring, and dismantling.</li> <li>- Engineered solutions for all fluid handling applications</li> </ul> <p>Climate Control</p> <ul style="list-style-type: none"> <li>- Air scrubbers &amp; Negative air equipment</li> <li>- Turnkey HVAC, Chiller, and boiler project solutions.</li> <li>- White-glove delivery, installation, and removal of temporary heating, cooling, dehumidification, and indoor air quality rental equipment</li> </ul> <p>Power</p> <ul style="list-style-type: none"> <li>- Small- and large-scale power generation</li> <li>- Drying</li> <li>- Backup power</li> <li>- Load bank testing</li> </ul> <p>Temporary Bridging and Trench shoring</p> <ul style="list-style-type: none"> <li>- Temporary pedestrian &amp; automobile bridges</li> <li>- Trench shoring</li> </ul> <p>Ground Protection</p> <ul style="list-style-type: none"> <li>- Temporary Flooring *</li> <li>- Ground protection</li> <li>- Access matting</li> </ul> <p>Flooring Solutions</p> <ul style="list-style-type: none"> <li>- Single largest provider of indoor and outdoor surface maintenance equipment</li> </ul> <p>Industrial Heat</p> <ul style="list-style-type: none"> <li>- Engineered solutions for large scale and specialized heating projects</li> </ul> <p>Temporary Structure</p> <ul style="list-style-type: none"> <li>-Blast resistant Structures.</li> <li>-Megastructures</li> <li>-Shipping Container Covers</li> <li>-Super Series</li> <li>-Tension Series</li> </ul> <p>Refrigeration</p> <ul style="list-style-type: none"> <li>-Low-temp Evaporators</li> <li>-Refrigerated Containers</li> <li>-Refrigerated Trailers</li> <li>-Walk-In Refrigerators</li> </ul> <p>We also offer multiple level trainings<br/>Please see attached documents to support these subcategories/Sunbelt Rental Specialty Divisions<br/>Titles of Documents include:<br/>SBR Climate Control<br/>Facility Maintenance Capabilities<br/>Flooring Solutions<br/>Pump and Power Services<br/>Scaffold Services<br/>Shoring Solutions<br/>Command Center</p> | * |



**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

| Line Item | Category Selection *                                        |   |
|-----------|-------------------------------------------------------------|---|
| 75        | Category 1: Rental Equipment, Products and Related Services | * |

**Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

| Line Item | Category or Type       | Offered *                                                        | Comments                                                                                                                                                                                                                                                                                                                             |   |
|-----------|------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 76        | Earth Moving Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt will offer all earth moving equipment in our proposal.<br><br>This will include: backhoes, Dozers & Crawler Loaders, Excavators, Hydraulic Breakers & Demolition Attachments, motor graders, skid steer loaders, tractors, trenchers, wheel loaders, and related equipment.                                                  | * |
| 77        | Aerial Equipment       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt will offer all Aerial Equipment in our proposal.<br><br>This will include: atrium lifts, cranes/broom trucks. electric scissor lifts, low-level access, articulating man lift, straight boom man lift, mas boom lift, one man drivable lifts, one man push around man lifts, rough terrain scissor lifts, straddle adapters. |   |
| 78        | Compaction Equipment   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt will offer all compaction equipment in our proposal.<br><br>This will include: Double Drum Roller, Jumping jack/Rammer, Plate Compactor, Single Drum Roller Padfoot, Single drum roller smooth, trench compactor, walk-behind roller.                                                                                        |   |
| 79        | Industrial             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt will offer all industrial equipment & tools in our proposal.                                                                                                                                                                                                                                                                 | * |
| 80        | Roadway                | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt will offer all Roadway equipment in our proposal.                                                                                                                                                                                                                                                                            |   |
| 81        | Concrete Equipment     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt will offer all Concrete equipment in our proposal<br><br>This will include: Concrete Saws, concrete finishing equipment, concrete surface preparation equipment, concrete/masonry, cutting and drilling equipment, concrete masonry mixing and placing equipment.                                                            |   |

|    |                                 |                                                                  |                                                                                                                                                                                                                                               |
|----|---------------------------------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 82 | Landscape Equipment             | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt will offer all Landscape Equipment in our proposal.<br><br>This will include: battery powered lawn and landscape equipment, lawn and equipment, stump grinders, wood and brush chippers and related equipment.,                       |
| 83 | Trailers                        | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt Rentals will offer all trailer equipment in our proposal.<br><br>This will include: dump trailers, equipment trailers, enclosed trailers, and like equipment.                                                                         |
| 84 | Lighting Equipment              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt Rentals will offer all lighting equipment in our proposal.<br><br>This will include: light towers, balloon lighting, Buoy lights, Light Stands, Solar Lights, explosion proof lighting and related equipment, and related equipment.. |
| 85 | Barricades                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt Rentals will offer all barricade equipment in our proposal.                                                                                                                                                                           |
| 86 | Signs                           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt Rentals will offer all signage equipment in our proposal.                                                                                                                                                                             |
| 87 | Batteries or Charging Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt Rentals will offer all battery and charging equipment in our proposal.                                                                                                                                                                |
| 88 | Generators                      | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt Rentals will offer all Power Generation equipment in our proposal.<br><br>This will include small generators up to 10 KW, Large Generators up to 2MW, Generator accessories, load banks, and like equipment.                          |
| 89 | Wash Stations                   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | This equipment is based off of regionality, this will be quoted on a case by case basis.                                                                                                                                                      |
| 90 | Portable Restrooms              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | This equipment is based off of regionality, this will be quoted on a case by case basis.                                                                                                                                                      |
| 91 | Temporary Shelters              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Sunbelt Rentals will offer all temporary structure equipment in our proposal.                                                                                                                                                                 |
| 92 | Used Rental Equipment Sales     | <input type="radio"/> Yes<br><input checked="" type="radio"/> No |                                                                                                                                                                                                                                               |

**Table 16: Depth and Breadth - Public Works and Public Utility Equipment**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

☐ We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

| Line Item | Category or Type                        | Offered *                                                        | Comments                                                            |
|-----------|-----------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------|
| 93        | Sewer Vac & Hydro or Air Excavators     | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                     |
| 94        | Street Maintenance & Cleaning Equipment | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                     |
| 95        | Bucket Trucks                           | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | For further discussion based on customers expectation of equipment. |
| 96        | Diggers                                 | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                     |
| 97        | Roll-Off Trucks                         | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | For further discussion based on customers expectation of equipment. |
| 98        | Refuse Trucks                           | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | For further discussion based on customers expectation of equipment. |
| 99        | Waste & Debris Handling Equipment       | <input checked="" type="radio"/> Yes<br><input type="radio"/> No |                                                                     |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sunbelt Rentals Sourcewell RFP 040924 Pricing Final.xlsx - Tuesday April 09, 2024 11:53:44
  - [Financial Strength and Stability](#) - Ashtead-Group-Annual-Report-FY2023.pdf - Monday April 08, 2024 09:37:58
  - [Marketing Plan/Samples](#) - Sourcewell Marketing Plan.docx - Friday April 05, 2024 11:46:13
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Standard Transaction Document Samples](#) - Wynne -USA Invoice Sample with Terms and Conditions 8.30.2022.pdf - Monday April 08, 2024 10:38:17
  - [Requested Exceptions](#) - Redlines and Exceptions.zip - Monday April 08, 2024 10:33:11
  - [Upload Additional Document](#) - Additional Documents.zip - Tuesday April 09, 2024 10:38:02

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Natalia Welch, Director of Government Sales - National Account, Sunbelt Rentals, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes    ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name                                                               | I have reviewed the below addendum and attachments (if applicable) | Pages |
|-------------------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_4_Rental_Equipment_RFP 040924<br>Wed March 13 2024 04:42 PM    | <input checked="" type="checkbox"/>                                | 3     |
| Addendum_3_Rental_Equipment_RFP 040924<br>Wed February 28 2024 09:59 AM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_2_Rental_Equipment_RFP 040924<br>Wed February 21 2024 03:00 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_1_Rental_Equipment_RFP 040924<br>Tue February 20 2024 04:03 PM | <input checked="" type="checkbox"/>                                | 1     |



SOURCEWELL  
SINGLE SHIFT RENTAL RATES  
RATES ARE NOT TO EXCEED  
RATES EFFECTIVE 4/28/2025 - 8/27/2025

**AERIAL WORK PLATFORMS, SCAFFOLDING AND LADDERS**

| PROD CAT              | CAT | CLASS | DESCRIPTION                                      | DAY      | WEEK       | 4-WEEK     |
|-----------------------|-----|-------|--------------------------------------------------|----------|------------|------------|
| ELECTRIC SCISSORLIFTS | 007 | 0025  | 19' ELECTRIC SCISSOR LIFT                        | \$145.00 | \$262.77   | \$602.25   |
| ELECTRIC SCISSORLIFTS | 007 | 0008  | 20' ELECTRIC SCISSOR LIFT                        | \$145.00 | \$285.03   | \$603.50   |
| ELECTRIC SCISSORLIFTS | 007 | 0011  | 25'-26' ELECTRIC SCISSOR LIFT NARROW             | \$165.00 | \$640.00   | \$708.82   |
| ELECTRIC SCISSORLIFTS | 007 | 0010  | 25'-26' ELECTRIC SCISSOR LIFT WIDE               | \$172.39 | \$363.53   | \$807.50   |
| ELECTRIC SCISSORLIFTS | 007 | 0028  | 30'-33' ELECTRIC SCISSOR LIFT                    | \$219.63 | \$507.00   | \$1,250.04 |
| ELECTRIC SCISSORLIFTS | 007 | 0029  | 30'-33' ELECTRIC SCISSOR LIFT NARROW             | \$225.00 | \$935.00   | \$1,151.45 |
| ELECTRIC SCISSORLIFTS | 007 | 0016  | 40'-44' ELECTRIC SCISSOR LIFT NARROW             | \$315.00 | \$775.00   | \$1,675.50 |
| MANLIFT ARTICULATING  | 058 | 0045  | 34' TOWABLE ARTICULATING MANLIFT                 | \$385.00 | \$1,440.00 | \$2,220.09 |
| MANLIFT ARTICULATING  | 058 | 0049  | 50' TOWABLE ARTICULATING MANLIFT                 | \$363.18 | \$981.61   | \$2,594.62 |
| MANLIFT ARTICULATING  | 058 | 0301  | 30' ARTICULATING ELECTRIC MANLIFT NARROW ROTAJIB | \$325.00 | \$785.00   | \$1,999.00 |
| MANLIFT ARTICULATING  | 058 | 0318  | 34'-35' ARTICULATING ELECTRIC MANLIFT NARROW     | \$330.73 | \$819.60   | \$1,972.59 |
| MANLIFT ARTICULATING  | 058 | 0434  | 40' ARTICULATING ELECTRIC MANLIFT NARROW         | \$341.00 | \$915.00   | \$2,155.45 |
| MANLIFT ARTICULATING  | 058 | 0435  | 40' ARTICULATING ELECTRIC MANLIFT NARROW W/ JIB  | \$380.00 | \$1,615.00 | \$2,271.00 |
| MANLIFT ARTICULATING  | 058 | 0440  | 45' ARTICULATING ELECTRIC MANLIFT W/ JIB         | \$346.27 | \$930.00   | \$2,221.80 |
| MANLIFT ARTICULATING  | 058 | 0343  | 34' ARTICULATING MANLIFT                         | \$342.42 | \$824.43   | \$2,038.84 |
| MANLIFT ARTICULATING  | 058 | 0455  | 45' ARTICULATING MANLIFT                         | \$327.26 | \$812.34   | \$2,395.06 |
| MANLIFT ARTICULATING  | 058 | 0457  | 45' ARTICULATING MANLIFT W/ JIB                  | \$339.21 | \$818.01   | \$2,168.42 |
| MANLIFT ARTICULATING  | 058 | 0605  | 60' ARTICULATING MANLIFT                         | \$447.77 | \$1,195.00 | \$3,203.20 |
| MANLIFT ARTICULATING  | 058 | 0607  | 60' ARTICULATING MANLIFT W/ JIB                  | \$453.52 | \$1,195.00 | \$2,788.17 |

Confidential & Proprietary  
Corp Link # 818023  
Rate Applicable to National

Shift Rate Schedule applies to hour metered machines.  
Single shift = 0-8 hours; Double Shift = 9-16 hours(Rate X 1.5);  
Triple Shift = 17-24 hours(Rate X 2)

As of the Effective Date, during a natural disaster all new rentals of generators and pumps will be charged at 2X the standard rate for unlimited run time and a one week minimum rental.

As of the Effective Date, all new rentals will be priced at these rates and all existing rentals will be updated to current rates within 30 days.

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**AERIAL WORK PLATFORMS, SCAFFOLDING AND LADDERS**

| PROD CAT              | CAT | CLASS | DESCRIPTION                           | DAY        | WEEK       | 4-WEEK      |
|-----------------------|-----|-------|---------------------------------------|------------|------------|-------------|
| MANLIFT ARTICULATING  | 058 | 0803  | 80' ARTICULATING MANLIFT W/ JIB       | \$724.57   | \$1,775.00 | \$5,011.92  |
| MANLIFT ARTICULATING  | 058 | 0870  | 125' ARTICULATING MANLIFT             | \$1,466.32 | \$3,756.70 | \$11,206.57 |
| MANLIFT STRAIGHT BOOM | 058 | 0424  | 40' STRAIGHT MANLIFT                  | \$320.00   | \$1,565.00 | \$2,055.42  |
| MANLIFT STRAIGHT BOOM | 058 | 0426  | 45' STRAIGHT MANLIFT W/ JIB           | \$340.00   | \$1,550.00 | \$2,088.36  |
| MANLIFT STRAIGHT BOOM | 058 | 0624  | 60' STRAIGHT MANLIFT                  | \$510.00   | \$2,065.00 | \$2,769.16  |
| MANLIFT STRAIGHT BOOM | 058 | 0626  | 65' STRAIGHT MANLIFT W/ JIB           | \$460.00   | \$1,205.00 | \$2,855.00  |
| MANLIFT STRAIGHT BOOM | 058 | 0822  | 80' STRAIGHT MANLIFT                  | \$708.61   | \$1,723.89 | \$4,758.58  |
| MANLIFT STRAIGHT BOOM | 058 | 0823  | 85' STRAIGHT MANLIFT W/ JIB           | \$715.00   | \$1,762.00 | \$4,472.51  |
| MANLIFT STRAIGHT BOOM | 058 | 0855  | 120' STRAIGHT MANLIFT W/ JIB          | \$1,300.00 | \$3,500.00 | \$10,965.00 |
| MANLIFT STRAIGHT BOOM | 058 | 0865  | 135' STRAIGHT MANLIFT                 | \$1,313.89 | \$3,853.36 | \$12,650.00 |
| ONE MAN DRIVABLE      | 007 | 0030  | 18'-20' SELF-PROPELLED SINGLE MANLIFT | \$160.76   | \$615.00   | \$778.47    |
| RT SCISSOR            | 007 | 0253  | 25'-27' ROUGH TERRAIN SCISSOR LIFT    | \$240.25   | \$560.72   | \$1,265.82  |

**AIR COMPRESSORS AND AIR TOOLS**

| PROD CAT                   | CAT | CLASS | DESCRIPTION                           | DAY      | WEEK     | 4-WEEK     |
|----------------------------|-----|-------|---------------------------------------|----------|----------|------------|
| AIR COMPRESSOR ACCESSORIES | 150 | 0025  | 3/4" X 50' AIR HOSE                   | \$15.00  | \$52.00  | \$81.70    |
| AIR COMPRESSORS            | 001 | 0030  | 185 CFM 125 PSI DIESEL AIR COMPRESSOR | \$154.35 | \$625.00 | \$1,015.77 |

**COMPACTION**

| PROD CAT           | CAT | CLASS | DESCRIPTION                    | DAY      | WEEK       | 4-WEEK     |
|--------------------|-----|-------|--------------------------------|----------|------------|------------|
| DOUBLE DRUM ROLLER | 022 | 0120  | 36" DOUBLE DRUM RIDE-ON ROLLER | \$270.00 | \$955.00   | \$1,649.66 |
| DOUBLE DRUM ROLLER | 022 | 0140  | 47" DOUBLE DRUM RIDE-ON ROLLER | \$410.00 | \$1,260.00 | \$2,280.37 |

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**COMPACTION**

| PROD CAT            | CAT | CLASS | DESCRIPTION                          | DAY      | WEEK     | 4-WEEK     |
|---------------------|-----|-------|--------------------------------------|----------|----------|------------|
| JUMPING JACK/RAMMER | 064 | 0120  | JUMPING JACK TAMPER 135-165 LB CLASS | \$115.00 | \$495.00 | \$611.60   |
| PLATE COMPACTOR     | 064 | 0220  | 20" PLATE COMPACTOR 200 LB CLASS     | \$135.00 | \$465.00 | \$647.68   |
| TRENCH COMPACTOR    | 018 | 0005  | TRENCH ROLLER WITH REMOTE            | \$317.04 | \$802.64 | \$2,512.50 |

**CONCRETE AND MASONRY**

| PROD CAT                                          | CAT | CLASS | DESCRIPTION             | DAY      | WEEK     | 4-WEEK     |
|---------------------------------------------------|-----|-------|-------------------------|----------|----------|------------|
| CONCRETE - SURFACE PREPARATION EQUIPMENT          | 032 | 0220  | CONCRETE PLANER 8" GAS  | \$308.02 | \$832.43 | \$2,437.50 |
| CONCRETE / MASONRY - CUTTING & DRILLING EQUIPMENT | 020 | 0040  | 14" ELECTRIC CUTOFF SAW | \$85.00  | \$195.00 | \$540.00   |
| CONCRETE / MASONRY - CUTTING & DRILLING EQUIPMENT | 020 | 0050  | 14" GAS CUTOFF SAW      | \$130.00 | \$455.00 | \$540.00   |

**COOLING, HEATING, DRYING AND INDOOR AIR QUALITY**

| PROD CAT              | CAT | CLASS | DESCRIPTION                                                          | DAY      | WEEK     | 4-WEEK   |
|-----------------------|-----|-------|----------------------------------------------------------------------|----------|----------|----------|
| COOLING - SPOT COOLER | 107 | 0112  | 1.25 TON PORTABLE AIR CONDITIONER/DEHUMIDIFIER                       | \$195.00 | \$376.30 | \$934.85 |
| COOLING - SPOT COOLER | 107 | 0105  | 1 TON PORTABLE AIR CONDITIONER/DEHUMIDIFIER 110V                     | \$210.00 | \$395.00 | \$809.36 |
| COOLING - SPOT COOLER | 107 | 2018  | ELECTRIC 1-TON PORTABLE HEAT PUMP, AIR CONDITIONER, AND DEHUMIDIFIER | \$170.62 | \$400.00 | \$784.56 |

**EARTH MOVING**

| PROD CAT        | CAT | CLASS | DESCRIPTION                 | DAY      | WEEK     | 4-WEEK     |
|-----------------|-----|-------|-----------------------------|----------|----------|------------|
| BACKHOE LOADERS | 053 | 0310  | 4WD STANDARD BACKHOE W/ CAB | \$366.65 | \$866.97 | \$2,101.29 |

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**EARTH MOVING**

| PROD CAT          | CAT | CLASS | DESCRIPTION                                   | DAY      | WEEK       | 4-WEEK     |
|-------------------|-----|-------|-----------------------------------------------|----------|------------|------------|
| BACKHOE LOADERS   | 053 | 0230  | 4WD STANDARD BACKHOE W/ CANOPY                | \$395.00 | \$1,505.00 | \$1,703.64 |
| MINI EXCAVATORS   | 035 | 0120  | 3,500 LB MINI EXCAVATOR                       | \$390.00 | \$1,495.00 | \$2,038.70 |
| MINI EXCAVATORS   | 035 | 0130  | 6,000 LB MINI EXCAVATOR                       | \$445.00 | \$1,560.00 | \$1,825.62 |
| MINI EXCAVATORS   | 035 | 0140  | 7,500 LB MINI EXCAVATOR                       | \$311.81 | \$826.61   | \$1,818.12 |
| MINI EXCAVATORS   | 035 | 0145  | 7,500 LB MINI EXCAVATOR W/ CAB                | \$346.98 | \$879.83   | \$2,282.25 |
| SKIDSTEER LOADERS | 048 | 0045  | 1000 LB TRACK MINI SKIDSTEER                  | \$316.35 | \$910.58   | \$2,496.06 |
| SKIDSTEER LOADERS | 048 | 0400  | 1500-2000 LB SKIDSTEER                        | \$269.20 | \$752.94   | \$1,925.00 |
| SKIDSTEER LOADERS | 048 | 0410  | 1500-2000 LB SKIDSTEER W/ CAB                 | \$299.43 | \$785.53   | \$2,176.00 |
| SKIDSTEER LOADERS | 048 | 0210  | 1100-1500 LB TRACK SKIDSTEER                  | \$343.40 | \$973.32   | \$2,473.45 |
| SKIDSTEER LOADERS | 048 | 0510  | 1500-2100 LB TRACK SKIDSTEER                  | \$505.00 | \$1,600.00 | \$2,833.60 |
| SKIDSTEER LOADERS | 048 | 0530  | 1500-2100 LB TRACK SKIDSTEER W/ CAB           | \$364.37 | \$984.52   | \$2,371.03 |
| SKIDSTEER LOADERS | 048 | 0630  | 2100-2800 LB TRACK SKIDSTEER                  | \$640.00 | \$2,205.00 | \$2,948.00 |
| SKIDSTEER LOADERS | 048 | 0820  | 2800-3200 LB TRACK SKIDSTEER                  | \$472.54 | \$1,315.99 | \$3,524.60 |
| SKIDSTEER LOADERS | 049 | 0050  | SKIDSTEER BRUSH HOG/BRUSH CUTTER ATTACHMENT   | \$210.00 | \$700.00   | \$2,020.00 |
| SKIDSTEER LOADERS | 049 | 0010  | SKIDSTEER GRAPPLE BUCKET                      | \$96.34  | \$245.96   | \$785.50   |
| SKIDSTEER LOADERS | 049 | 0002  | SKIDSTEER PALLET FORKS                        | \$61.00  | \$270.00   | \$394.88   |
| SKIDSTEER LOADERS | 049 | 0006  | AUGER ATTACHMENT FOR SKIDSTEER/MINI EXCAVATOR | \$165.00 | \$495.00   | \$770.91   |
| TRENCHERS         | 037 | 0080  | 24" WALK-BEHIND TRACK TRENCHER                | \$255.00 | \$890.00   | \$1,917.73 |
| TRENCHERS         | 037 | 0085  | 36" WALK-BEHIND TRACK TRENCHER                | \$255.00 | \$695.00   | \$1,833.48 |

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**FLOOR CARE**

| PROD CAT        | CAT | CLASS | DESCRIPTION                                                 | DAY      | WEEK       | 4-WEEK     |
|-----------------|-----|-------|-------------------------------------------------------------|----------|------------|------------|
| FLOOR SCRUBBERS | 040 | 0110  | BATTERY-POWERED WALK-BEHIND 20-INCH FLOOR SCRUBBER          | \$211.65 | \$637.95   | \$1,100.00 |
| FLOOR SCRUBBERS | 040 | 0120  | BATTERY-POWERED WALK-BEHIND 32-INCH FLOOR SCRUBBER          | \$232.66 | \$750.00   | \$2,032.80 |
| FLOOR SCRUBBERS | 040 | 0118  | BATTERY-POWERED MID-SIZE WALK-BEHIND 28-INCH FLOOR SCRUBBER | \$237.89 | \$631.15   | \$1,615.30 |
| FLOOR SCRUBBERS | 040 | 0220  | LPG-POWERED RIDE-ON INDUSTRIAL FLOOR SCRUBBER               | \$606.23 | \$1,867.08 | \$4,504.86 |
| FLOOR SCRUBBERS | 040 | 0200  | RIDE-ON MICRO FLOOR SCRUBBER BATTERY                        | \$316.74 | \$835.00   | \$2,068.00 |
| FLOOR SCRUBBERS | 040 | 0230  | LPG-POWERED RIDE-ON INDUSTRIAL FLOOR SWEEPER AND SCRUBBER   | \$668.08 | \$2,000.00 | \$4,670.75 |
| FLOOR SWEEPERS  | 040 | 0037  | LPG-POWERED FULL-SIZED RIDE-ON SWEEPER                      | \$524.63 | \$1,630.00 | \$3,225.75 |
| FLOOR SWEEPERS  | 040 | 0035  | PROPANE MID-SIZED RIDE-ON FLOOR SWEEPER                     | \$465.36 | \$1,475.33 | \$2,671.12 |

**FORKLIFTS**

| PROD CAT                | CAT | CLASS | DESCRIPTION                                                  | DAY      | WEEK       | 4-WEEK     |
|-------------------------|-----|-------|--------------------------------------------------------------|----------|------------|------------|
| FORKLIFTS - INDUSTRIAL  | 055 | 0235  | 5,000 LB DUAL FUEL 12'-15' LOW MAST FORKLIFT (GAS/PROPANE)   | \$240.78 | \$585.00   | \$1,576.67 |
| FORKLIFTS - INDUSTRIAL  | 055 | 0220  | 5,000 LB DUAL FUEL 14'-17' INDUSTRIAL FORKLIFT (GAS/PROPANE) | \$260.00 | \$1,005.00 | \$1,492.47 |
| FORKLIFTS - TELEHANDLER | 056 | 0235  | 5K TELEHANDLER FORKLIFT 19' (W/ CAB)                         | \$385.78 | \$907.48   | \$2,263.80 |
| FORKLIFTS - TELEHANDLER | 056 | 0230  | 5K TELEHANDLER FORKLIFT 19'                                  | \$355.00 | \$1,180.00 | \$2,219.45 |
| FORKLIFTS - TELEHANDLER | 056 | 0320  | 6K TELEHANDLER FORKLIFT 36'                                  | \$399.94 | \$986.00   | \$2,368.40 |
| FORKLIFTS - TELEHANDLER | 056 | 0335  | 6K-7K TELEHANDLER FORKLIFT 42' (W/                           | \$416.56 | \$1,018.21 | \$2,589.80 |

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**FORKLIFTS**

| PROD CAT                | CAT | CLASS | DESCRIPTION<br>(CAB)                     | DAY      | WEEK       | 4-WEEK     |
|-------------------------|-----|-------|------------------------------------------|----------|------------|------------|
| FORKLIFTS - TELEHANDLER | 056 | 0330  | 6K-7K TELEHANDLER FORKLIFT 42'           | \$475.00 | \$1,700.00 | \$2,457.50 |
| FORKLIFTS - TELEHANDLER | 056 | 0410  | 8K-9K TELEHANDLER FORKLIFT 42'           | \$525.00 | \$2,020.00 | \$3,062.33 |
| FORKLIFTS - TELEHANDLER | 056 | 0625  | 10K TELEHANDLER FORKLIFT 55' (W/<br>CAB) | \$635.00 | \$1,600.00 | \$3,347.68 |
| FORKLIFTS - TELEHANDLER | 056 | 0620  | 10K TELEHANDLER FORKLIFT 55'             | \$635.00 | \$1,600.00 | \$3,930.70 |

**GENERAL CONSTRUCTION TOOLS**

| PROD CAT            | CAT | CLASS | DESCRIPTION                                 | DAY      | WEEK     | 4-WEEK     |
|---------------------|-----|-------|---------------------------------------------|----------|----------|------------|
| ELECTRIC TOOLS      | 120 | 0120  | 65 LB DEMOLITION HAMMER                     | \$117.42 | \$309.50 | \$738.81   |
| INDUSTRIAL VEHICLES | 059 | 0505  | UTILITY VEHICLE 2 SEAT 2WD GAS              | \$147.00 | \$285.14 | \$794.75   |
| INDUSTRIAL VEHICLES | 059 | 0525  | UTILITY VEHICLE 2 SEAT 4WD GAS<br>RENTAL    | \$147.00 | \$280.26 | \$819.80   |
| INDUSTRIAL VEHICLES | 059 | 0555  | UTILITY VEHICLE 4 SEAT 4WD DIESEL           | \$147.00 | \$318.24 | \$850.00   |
| INDUSTRIAL VEHICLES | 059 | 0565  | UTILITY VEHICLE 4 SEAT 4WD GAS              | \$147.00 | \$322.94 | \$820.62   |
| LIGHTING EQUIPMENT  | 012 | 0410  | 4000W NARROW HORIZONTAL MAST<br>LIGHT TOWER | \$129.13 | \$285.24 | \$610.54   |
| LIGHTING EQUIPMENT  | 012 | 0405  | 4000W NARROW VERTICAL MAST LIGHT<br>TOWER   | \$125.00 | \$530.00 | \$608.62   |
| LIGHTING EQUIPMENT  | 012 | 0415  | 4000W WIDE VERTICAL MAST LIGHT<br>TOWER     | \$129.47 | \$297.23 | \$693.14   |
| PAINT SPRAYERS      | 073 | 0042  | PARKING LOT STRIPER GAS                     | \$163.14 | \$425.47 | \$1,222.77 |
| TRAILERS            | 024 | 1102  | 12'DECK SINGLE AXLE TILT TRAILER <<br>10K#  | \$59.72  | \$165.00 | \$534.26   |

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**GENERATORS AND ACCESSORIES**

| PROD CAT                                             | CAT | CLASS | DESCRIPTION                  | DAY      | WEEK       | 4-WEEK     |
|------------------------------------------------------|-----|-------|------------------------------|----------|------------|------------|
| GENERATOR ACCESSORIES /<br>CABLE / ELECTRICAL PANELS | 150 | 0800  | 50' SPIDER BOX CABLE 6/4     | \$35.10  | \$108.61   | \$315.45   |
| GENERATOR ACCESSORIES /<br>CABLE / ELECTRICAL PANELS | 006 | 0001  | SPIDER BOX RENTALS           | \$75.00  | \$205.00   | \$716.17   |
| GENERATOR ACCESSORIES /<br>CABLE / ELECTRICAL PANELS | 155 | 0100  | 4/0 CAMLOCK CABLE 50'        | \$65.00  | \$225.00   | \$117.27   |
| GENERATOR ACCESSORIES /<br>CABLE / ELECTRICAL PANELS | 155 | 0067  | 50' #2 BANDED 5-WIRE         | \$40.00  | \$80.00    | \$164.92   |
| GENERATOR ACCESSORIES /<br>CABLE / ELECTRICAL PANELS | 155 | 0245  | CABLE PROTECTOR RAMP         | \$40.00  | \$145.00   | \$134.04   |
| GENERATORS - 499KW AND<br>SMALLER                    | 009 | 0030  | 20 KW DIESEL GENERATOR       | \$220.44 | \$578.44   | \$1,298.02 |
| GENERATORS - 499KW AND<br>SMALLER                    | 009 | 0040  | 36 KW DIESEL GENERATOR       | \$272.77 | \$721.83   | \$1,626.08 |
| GENERATORS - 499KW AND<br>SMALLER                    | 009 | 0070  | 56 KW DIESEL GENERATOR       | \$353.72 | \$925.00   | \$2,411.10 |
| GENERATORS - 499KW AND<br>SMALLER                    | 009 | 0100  | 100 KW DIESEL GENERATOR      | \$569.08 | \$1,436.76 | \$3,319.76 |
| GENERATORS - GAS                                     | 008 | 0012  | 2000 WATT INVERTER GENERATOR | \$56.87  | \$151.87   | \$354.69   |

**LAWN, LANDSCAPE, AND TREE**

| PROD CAT              | CAT | CLASS | DESCRIPTION                                    | DAY      | WEEK       | 4-WEEK     |
|-----------------------|-----|-------|------------------------------------------------|----------|------------|------------|
| LAWN & LANDSCAPE      | 070 | 0024  | GAS POWERED 18" SOD CUTTER                     | \$101.70 | \$325.55   | \$821.30   |
| LAWN & LANDSCAPE      | 070 | 0052  | 15-25 HP GASOLINE POWERED RIDING<br>LAWN MOWER | \$195.00 | \$705.00   | \$1,338.75 |
| LAWN & LANDSCAPE      | 070 | 0067  | GAS POWERED BRUSH CUTTER                       | \$190.00 | \$510.00   | \$736.57   |
| WOOD & BRUSH CHIPPERS | 039 | 0060  | 12 INCH WOOD CHIPPER                           | \$570.00 | \$2,185.00 | \$3,607.23 |

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**PUMPS**

| PROD CAT           | CAT | CLASS | DESCRIPTION                                        | DAY      | WEEK       | 4-WEEK     |
|--------------------|-----|-------|----------------------------------------------------|----------|------------|------------|
| HIGH VOLUME PUMPS  | 041 | 0150  | DIESEL-POWERED 6-INCH AUTOMATIC-PRIMING TRASH PUMP | \$272.00 | \$1,300.00 | \$2,092.28 |
| HIGH VOLUME PUMPS  | 041 | 0163  | 6X6X11 SOLIDS VAC 74HP QF CONTR PUMP               | \$468.00 | \$900.00   | \$2,345.09 |
| HOSE & ACCESSORIES | 152 | 3310  | 6X20 ORANGE/CLEAR SUC BAUER HOSE                   | \$35.00  | \$85.00    | \$244.96   |
| PUMPS - SMALL      | 043 | 0230  | GASOLINE-POWERED 3-INCH TRASH PUMP                 | \$77.68  | \$242.04   | \$600.16   |

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**SOURCEWELL**  
**TRANSPORTATION SCHEDULE**  
**RATES EFFECTIVE 4/28/2025 - 8/27/2025**

Sunbelt utilizes a large fleet of vehicles dedicated to delivery and pickup of our equipment fleet. When Sunbelt delivery vehicles are used, the following rates will apply based on the type of vehicle used for delivery or pickup. When it is not economically feasible, an outside hauler may be used.

Rates reflected below are each way (i.e. SOURCEWELL will be charged once for delivery and again for pickup as applicable).

**Non-Union Markets**

| <b><u>Delivery and Pickup Schedule</u></b> | <b><u>0-10 Miles</u></b> | <b><u>11-20 Miles</u></b> | <b><u>21-30 Miles</u></b> | <b><u>31-40 Miles</u></b> | <b><u>40+ Miles</u></b> |
|--------------------------------------------|--------------------------|---------------------------|---------------------------|---------------------------|-------------------------|
| Pickup / Stakebody                         | \$150.00                 | \$150.00                  | \$150.00                  | \$150.00                  | \$4.00                  |
| Rollback                                   | \$150.00                 | \$150.00                  | \$150.00                  | \$150.00                  | \$4.00                  |
| Tractor                                    | \$150.00                 | \$150.00                  | \$150.00                  | \$150.00                  | \$4.00                  |

**Union Markets**

| <b><u>Delivery and Pickup Schedule</u></b> | <b><u>0-10 Miles</u></b> | <b><u>11-20 Miles</u></b> | <b><u>21-30 Miles</u></b> | <b><u>31-40 Miles</u></b> | <b><u>40+ Miles</u></b> |
|--------------------------------------------|--------------------------|---------------------------|---------------------------|---------------------------|-------------------------|
| Pickup / Stakebody                         | \$150.00                 | \$150.00                  | \$150.00                  | \$150.00                  | \$4.00                  |
| Rollback                                   | \$150.00                 | \$150.00                  | \$150.00                  | \$150.00                  | \$4.00                  |
| Tractor                                    | \$150.00                 | \$150.00                  | \$150.00                  | \$150.00                  | \$4.00                  |

Oversized Load Will Be Quoted

\*Note: These rates do not include any state/federal taxes, tolls, or surcharges.

Periodic rate reviews may occur during the term of this Agreement and all pricing in subject to change with 30 day notice.

When an outside freight hauler or LTL Freight Carrier is used, Sunbelt will provide Customer a quote.

“Union” area contain, but are not limited to, Northeast US (e.g. Metro Philadelphia, New York, New Jersey, Connecticut, Rhode Island, Massachusetts, New Hampshire, and Maine), Metro Chicago, Cleveland, Detroit, St. Louis, Lansing, Toledo, and Pittsburgh. In the event other geographic areas become “Union,” the above Union Rates shall apply.

*Confidential & Proprietary  
Corp Link # 818023*

*Rate Applicable to National*

*The transportation rates provided herein are valid for the contiguous US only and do not include transactions that occur in Hawaii, Alaska, Puerto Rico, or internationally. Any transactions occurring in Hawaii, Alaska, Puerto Rico, or internationally will occur at the market rate of the location from which the rental occurs.*



**Proposal Evaluation**  
**Rental Equipment, Products, and Related Services RFP #040924**  
 Category 1

|                                                               |       | Altec Industries,<br>Inc. | Big Truck Rental,<br>LLC | Capacity Truck &<br>Crane Services,<br>Inc. | Caterpillar, Inc. | Compactor<br>Rentals of<br>Americia, LLC | H&E Equipment<br>Services, Inc. | Herc Rentals, Inc. | Sennebogen, LLC | Sunbelt Rentals | UNITED RENTALS | Whites Welding,<br>LLC |
|---------------------------------------------------------------|-------|---------------------------|--------------------------|---------------------------------------------|-------------------|------------------------------------------|---------------------------------|--------------------|-----------------|-----------------|----------------|------------------------|
| Possible Points                                               |       |                           |                          |                                             |                   |                                          |                                 |                    |                 |                 |                |                        |
| Conformance to RFP Requirements                               | 50    | 41                        | 38                       | 31                                          | 42                | 38                                       | 36                              | 40                 | 31              | 43              | 41             | 35                     |
| Pricing                                                       | 400   | 350                       | 311                      | 241                                         | 320               | 331                                      | 329                             | 311                | 240             | 338             | 315            | 298                    |
| Financial Viability and Marketplace Success                   | 75    | 59                        | 62                       | 51                                          | 64                | 54                                       | 56                              | 62                 | 58              | 65              | 67             | 53                     |
| Ability to Sell and Deliver Service                           | 100   | 80                        | 74                       | 63                                          | 89                | 81                                       | 76                              | 84                 | 74              | 86              | 89             | 65                     |
| Marketing Plan                                                | 50    | 42                        | 35                       | 32                                          | 43                | 40                                       | 37                              | 39                 | 38              | 43              | 43             | 33                     |
| Value Added Attributes                                        | 75    | 64                        | 57                       | 54                                          | 66                | 58                                       | 57                              | 62                 | 58              | 63              | 67             | 55                     |
| Warranty and Performance Standards or Guarantees              | 50    | 35                        | 36                       | 25                                          | 43                | 42                                       | 38                              | 40                 | 39              | 39              | 42             | 33                     |
| Depth and Breadth of Offered Equipment, Products, or Services | 200   | 150                       | 141                      | 134                                         | 172               | 142                                      | 135                             | 173                | 136             | 175             | 176            | 141                    |
| Total Points                                                  | 1,000 | 822                       | 756                      | 629                                         | 839               | 787                                      | 763                             | 811                | 674             | 852             | 840            | 713                    |
| Rank Order                                                    |       | 4                         | 8                        | 11                                          | 3                 | 6                                        | 7                               | 5                  | 10              | 1               | 2              | 9                      |

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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:

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Ashley Powers, Procurement Analyst

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Nicole Lueth, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
**REQUEST FOR PROPOSAL (RFP) #040924**  
Entitled

**Rental Equipment, Products, and Related Services**

The following advertisement was placed February 20, 2024 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), February 21, 2024 in Oregon's *Daily Journal of Commerce*, and February 20 and February 27, 2024 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Rental Equipment, Products, and Related Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 9, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

|                                       |                                                                     |
|---------------------------------------|---------------------------------------------------------------------|
| 1385608 Alberta, Ltd.                 | Holt Machinery Company dba Reardon Metal dba Paragon Steel and Tool |
| ABC Van Rentals                       | JAPA Equipment Rentals, Inc.                                        |
| Advanced Dri, Inc.                    | JC SMITH, INC.                                                      |
| Aggreko Canada, LLC                   | JPS Works, LLC                                                      |
| Altec Industries, Inc.                | JSKA Moving Systems, Inc.                                           |
| ARX Perimeters                        | L.M. GENERATING POWER CO., LTD                                      |
| AUSTIN LOGISTICS, LLC                 | Midwest Wash Systems, LLC                                           |
| Big Truck Rental, LLC                 | NextEra Mobility, LLC                                               |
| Brandt Tractor                        | PADL, LLC                                                           |
| C and H OUTDOOR, LLC                  | PAPE Rents                                                          |
| Capacity Truck & Crane Services, Inc. | Prime Vendor, Inc.                                                  |
| Caterpillar, Inc.                     | Regina Construction Association                                     |
| City Rent A Truck                     | Ricoh Canada / Tammy Klym-Wolfe                                     |



|                                           |                                                                     |
|-------------------------------------------|---------------------------------------------------------------------|
| Clark Equipment Company                   | Rubbl Holdings, LLC                                                 |
| Commonwealth Equipment Corp.              | Scranton Manufacturing Company, Inc. dba New Way Trucks             |
| Compactor Rentals of America, LLC         | Sennebogen, LLC                                                     |
| Complete Equipment                        | Shopbot Tools, Inc.                                                 |
| Cross Country Canada Supplies and Rentals | Smart Power Systems Corp.                                           |
| Custom Truck One Source, L.P.             | Spectrum Equipment, Inc.                                            |
| Driven Equipment, Ltd.                    | Sunbelt Rentals, Inc.                                               |
| EGYM, Inc.                                | Super Save Group of Companies                                       |
| Fargo Rentall, Inc.                       | Taylor Sudden Service, Inc.                                         |
| Federal Signal Corporation                | Tech Operations, LTD                                                |
| Ferri Equipment, Inc.                     | Tennessee Valley Equipment, LLC                                     |
| First Green Industries, Inc.              | The Hertz Corporation                                               |
| Gable Steel, LLC                          | Toromont Material Handling, A Division of Toromont Industries, Ltd. |
| Gear Equipment, Inc.                      | Tracey Road Equipment                                               |
| Global Lease Group, Inc.                  | UNITED RENTALS (NORTH AMERICA), INC.                                |
| Gregory Poole Equipment Company           | Victoria Shipping Containers, Inc.                                  |
| H&E Equipment Services, Inc.              | West-Mark                                                           |
| Herc Rentals, Inc.                        | Whites Welding, LLC (Line Gear Rentals, LLC)                        |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on April 9, 2024 at 4:30 pm CT. Proposals were received from the following:

Big Truck Rental, LLC  
 Capacity Truck & Crane Services, Inc.  
 Caterpillar, Inc.  
 Compactor Rentals of America, LLC  
 Federal Signal Corporation  
 First Green Industries, Inc.  
 Global Rental Co, Inc. dba Altec Industries, Inc.  
 H&E Equipment Services, Inc.  
 Herc Rentals, Inc.  
 Holt Machinery Company dba Reardon Metal dba Paragon Steel and Tool  
 JAPA Equipment Rentals, Inc.  
 Scranton Manufacturing Company, Inc. dba New Way Trucks  
 Sennebogen, LLC  
 Spectrum Equipment, Inc.  
 Sunbelt Rentals, Inc.  
 United Rentals (North America), Inc.  
 Whites Welding, LLC (Line Gear Rentals, LLC)

Proposals were reviewed by the Proposal Evaluation Committee:

Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

Nicole Lueth, Procurement Analyst  
Bill Davison, CPPO, NIGP-CPP, Procurement Analyst  
Ashley Powers, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

Proposers were asked to submit a proposal based on their product offerings in designated categories. Proposers could select Category 1 if they could provide at least one solution in each Category 2 and Category 3 as defined in the RFP. Proposers seeking an award in Category 2 or 3, as defined in the RFP, must include at least one solution offered within the scope of the desired Category. The categories are listed below:

Category 1: Rental Equipment, Products and Related Services  
Category 2: Construction Equipment and General Rental Solutions  
Category 3: Public Works and Public Utility Equipment

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

**Category 1 Awarded Suppliers**

Caterpillar Inc. (CAT), offers construction, mining, and public works equipment rentals. They also offer used machine sales, parts, and service. With a vast independently owned dealer network, CAT provides coverage throughout the United States and Canada. Sourcewell participating entities will receive discounted, not to exceed pricing.

Compactor Rentals of America, LLC, offers compaction equipment for rent and refurbished equipment for sale. They offer services in forty-eight states and provide free maintenance with their rental agreements. Delivery, installation, and start-up training are included. Compactor Rentals of America offers substantial discounts to Sourcewell participating entities.

Global Rental Co, Inc. dba Altec Industries, Inc. offers participating entities a wide variety of construction and public works rental equipment with a rent-to-buy option. Global Rental has a robust sales force covering the United States and Canada and 24-hour mobile emergency service available. Global Rental offers a competitive discount to Sourcewell participating entities.

Herc Rentals, Inc., is offering a vast selection of construction and public works equipment, along with safety training, operator certification courses, and train-the-trainer courses. Their team of over 7,400 employees will serve the United States and Canada. They offer competitive pricing to Sourcewell participating entities.

Sunbelt Rentals, Inc. is a full line equipment rental company with over 16,000 product lines. They serve the U.S. and Canada with more than 1,300 company owned locations and their own sales and service staff with over 6,500 North American team members. They offer an e-procurement solution, punch-out catalog integrations, and electric and LP gas alternatives. Sunbelt is providing a strong discount on day, week, and monthly rentals as well as volume discounts.

United Rentals, Inc., is offering Sourcewell participating entities a comprehensive selection of construction and public works rental equipment with over 1,465 locations in the United States and Canada. Their United Academy

platform offers a library of courses and safety training. They are offering competitive not to exceed pricing for their rental equipment.

Category 2 Awarded Suppliers

JAPA Equipment Rentals, Inc. rents and services a variety of earthmoving and road building equipment from their two Alberta, Canada locations. They plan to provide services to Alberta, the Yukon, the Northwest Territories, Saskatchewan, and British Columbia. They are offering rental purchase options and an attractive discount to Sourcewell participating entities.

Category 3 Awarded Suppliers

Federal Signal Corporation offers public works rental equipment to Sourcewell participating entities with an option to purchase. With over 100 dealer locations, they are prepared to serve the United States and Canada. Federal Signal Corporation offers a competitive discount to Sourcewell participating entities.

Scranton Manufacturing offers forty-five models of refuse trucks for rent or purchase. In addition to traditional diesel combustion engine-powered equipment, they also offer alternatively fueled refuse collection vehicles. They serve both the United States and Canada and offer a competitive discount to Sourcewell Participating entities.

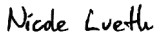
For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #040924 to:

|                                             |             |
|---------------------------------------------|-------------|
| Caterpillar Inc.                            | #040924-CAT |
| Compactor Rentals                           | #040924-CMR |
| Federal Signal Corporation                  | #040924-FSC |
| Global Rental Co, Inc. dba Altec Industries | #040924-ALT |
| Herc Rentals                                | #040924-HRC |
| JAPA Equipment                              | #040924-JPA |
| Scranton Manufacturing                      | #040924-NWY |
| Sunbelt Rentals                             | #040924-SNB |
| United Rentals                              | #040924-URI |

The preceding recommendations were approved on May 31, 2024.

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Brandon Town, NIGP-CPP, CPSM, CPSD, Senior Procurement Analyst

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Nicole Lueth, Procurement Analyst

Sourcewell

Page 5 of 6

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*Bill Davison*

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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:

*Ashley Powers*

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Ashley Powers, Procurement Analyst

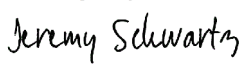
### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #040924 for Rental Equipment, Products, and Related Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP  
Sourcewell Chief Procurement Officer



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| Open Container Request<br><i>Clermont Jerk Festival</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| Recommend to approve the Caribbean American Association of Lake County (CAALC) to have an open container area for their "Clermont Jerk Festival" event on June 6, 2026 at Waterfront Park.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                    |                                |
| <p>The CAALC is requesting to have a designated open container area at Waterfront Park on June 6, 2026, from 12:00 PM to 10:00 PM for their annual "Clermont Jerk Festival" event and to put up signs to promote the event. The boat ramp closure request is not included in the approval. It will be brought back to the council for consideration at a later date.</p> <p>The organization's open container area consists of a fenced-in area at Waterfront Park between 3rd Street and 4th Street. The South Lake trail will remain open for the daily use of the public.</p> <p>The organization will be exercising its 501c3 right and pulling the alcohol license from the Alcohol Beverage and Tobacco Agency and will only be selling beer and wine. They have agreed to the proper number of police, medical, and staff as directed. The organization is also requesting to put up signs to promote the event.</p> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                    |                                |
| 1. Application & Map                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Application & Map.pdf              |                                |



## APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 6/9/25  
Name of Event Clermont Caribbean Jerk Festival  
Date(s) of Event June 6, 2026 Estimated Attendance: 5000  
Event Start Time: 12PM Event End Time: 10PM  
Before Event Setup Time: 7AM After Event Cleanup Time: 11PM  
Name of Organization/Applicant Caribbean American Association of Lake County

*\*The refundable deposit will be made payable and mailed to the name and address of the applicant listed\**

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

**Non-Profit documentation must be provided with application.**

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8015080883C-8

**If Yes, you must provide your Tax Exempt Certificate with application.**

Federal ID # or Driver's License # \_\_\_\_\_  
Event Contact Maritza Rivera Email maritza@marzevents.com  
Day Phone 561-951-4035 Cell Phone 561-951-4035  
Address 131 Chestnut St. City Clermont State FL Zip 34712  
Secondary Contact \_\_\_\_\_ Phone # \_\_\_\_\_

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

**Yes. It is a fundraiser for Lake County student scholarships.**

Briefly Describe Event: This is a cultural community event.

Location of Event on City Property: Map 1 ☐ A ☐ B ☒ C ☐ D ☐ Map 2 ☐ Map 3

**Please choose (See Pages 5-6) A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)**

Other Location: \_\_\_\_\_

**Please be sure to attach a Site Plan - Failure to do so results in incomplete application and will not be reviewed.**

**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION**

Alcohol Served: ☒ Yes ☐ No

*If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.*

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent\* \_\_\_\_\_

*\*Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: \_\_\_\_\_

*Additional permits may be required based on use*

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: \_\_\_\_\_

*If Yes, subject to permits as required by the Building/Fire Safety Division.*

Fuel Source ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☐ No

*If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395*

Cooking Types: ☒ Fryers ☒ Propane Grill ☒ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

*Fire Inspectors will be required for food vendors at the cost of the event organizer.*

Rides: ☒ Yes ☐ No Ride Types: ☐ Mechanical ☒ Bounce Houses ☐ Animals

*Insurance may be required by provider*

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.  
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☐ Yes ☒ No

*Written submission for road closure is required and will require city council approval*

Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Fire Department Support Requested: ☐ Fire Boat ☒ Fire / EMS Cart ☐ Public Education

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: \_\_\_\_\_

*If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.*

Banners or Attention Getting Devices: ☒ Yes ☐ No

*If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.*

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☒ Yes ☐ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

*If Yes, please provide a water safety plan for review by the Clermont Fire Department.*

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☒ Yes ☐ No

*Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.*



- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

*\*Non-Profits must provide business license, proof of non-profit status (5013C)*

**Non-Resident/Business rate is defined as**

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

*\*Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

*All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

**PLEASE NOTE:** The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

**Indemnification, Insurance and Additional Costs**

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

*Maritza Rivera*

Applicant's Signature

**Maritza Rivera**

Printed Name

**Event Manager**

Title

**6/9/2025**

Date

\*\*\*\*\***FOR CITY DEPARTMENT REVIEW ONLY**\*\*\*\*\*

**Department / Division Routing:**

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.







## Consumer's Certificate of Exemption

DR-14  
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

|                    |                |                 |                        |
|--------------------|----------------|-----------------|------------------------|
| 85-8015080883C-8   | 04/30/2024     | 04/30/2029      | 501(C)(3) ORGANIZATION |
| Certificate Number | Effective Date | Expiration Date | Exemption Category     |

This certifies that

THE CARIBBEAN AMERICAN ASSOCIATION  
OF LAKE COUNTY INC  
614 E HWY 50 PMB 251  
CLERMONT FL 34711-3164

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



### Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                    |                                    |                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                |                                    |                                      |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                         |                                    |                                      |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                            |                                    |                                      |
| Event and Road Closure Request<br><i>Clermont Main Street</i>                                                                                                                                                                                                                                      |                                    |                                      |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                            |                                    |                                      |
| Consider the request from Clermont Main Street to approve their remaining 2025 events, and road closures for each event.                                                                                                                                                                           |                                    |                                      |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                |                                    |                                      |
| The organization, Clermont Main Street, is requesting the following events with noted road closures.                                                                                                                                                                                               |                                    |                                      |
| <b><u>Harvest Festival October 25, 2025</u></b>                                                                                                                                                                                                                                                    |                                    |                                      |
| <b><u>Roads Closed from 7AM - 12 AM</u></b>                                                                                                                                                                                                                                                        |                                    |                                      |
| Roads impacted:                                                                                                                                                                                                                                                                                    |                                    |                                      |
| <ul style="list-style-type: none"> <li>- W. Minneola Avenue between 7th Street stopping before the post office driveway on Minneola</li> <li>- 8th Street from W. Montrose to W. Minneola</li> <li>- 7th St. from W. Montrose to DeSoto</li> <li>- W. Montrose from 8th St to Lake Ave.</li> </ul> |                                    |                                      |
| Clermont Main Street Haunted House - Thursday, October 30, 2025 - Saturday, November 1, 2025                                                                                                                                                                                                       |                                    |                                      |
| <b><u>Roads Closed from:</u></b>                                                                                                                                                                                                                                                                   |                                    |                                      |
| <b>Thursday, 10/30:</b> 3 PM - 11 PM                                                                                                                                                                                                                                                               |                                    |                                      |
| <b>Friday, 10/31:</b> 3 PM - 12 AM                                                                                                                                                                                                                                                                 |                                    |                                      |
| <b>Saturday, 11/1:</b> 1 PM -12 AM                                                                                                                                                                                                                                                                 |                                    |                                      |
| <b><u>Roads impacted:</u></b>                                                                                                                                                                                                                                                                      |                                    |                                      |
| - West Ave from Hwy 50 to Broome Street.                                                                                                                                                                                                                                                           |                                    |                                      |
| <b><u>Hometown Holidays - November 22, 2025</u></b>                                                                                                                                                                                                                                                |                                    |                                      |
| <b><u>Roads Closed from 9 AM - 10 PM</u></b>                                                                                                                                                                                                                                                       |                                    |                                      |
| Roads impacted:                                                                                                                                                                                                                                                                                    |                                    |                                      |
| <ul style="list-style-type: none"> <li>- W. Minneola Avenue between 7th Street stopping before the post office driveway on Minneola</li> <li>- 8th Street from W. Montrose to W. Minneola</li> <li>- 7th St. from W. Montrose to DeSoto</li> <li>- W. Montrose from 8th St to Lake Ave.</li> </ul> |                                    |                                      |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                         |                                    |                                      |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                       |                                    |                                      |
| None.                                                                                                                                                                                                                                                                                              |                                    |                                      |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                               | <b>Fund Number and Description</b> | <b>Available Budget Amount</b>       |
|                                                                                                                                                                                                                                                                                                    |                                    |                                      |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                           |                                    |                                      |
| 1.                                                                                                                                                                                                                                                                                                 | Application & Map - Harvest Fest   | Application & Map - Harvest Fest.pdf |
| 2.                                                                                                                                                                                                                                                                                                 | application - Haunted House        | application - Haunted House.pdf      |

|    |                                       |                                           |
|----|---------------------------------------|-------------------------------------------|
| 3. | Map - Haunted House                   | Map - Haunted House.pdf                   |
| 4. | Application & Map - Hometown Holidays | Application & Map - Hometown Holidays.pdf |



## APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/05/2024  
Name of Event Harvest Fest  
Date(s) of Event October 25, 2025 Estimated Attendance: 2500-4000  
Event Start Time: 10am Event End Time: 10pm  
Before Event Setup Time: 7am After Event Cleanup Time: 12pm  
Name of Organization/Applicant Clermont Main Street

\*The refundable deposit will be made payable and mailed to the name and address of the applicant listed\*

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

**Non-Profit documentation must be provided with application.**

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

**If Yes, you must provide your Tax Exempt Certificate with application.**

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Christy/Patrick Bianchi Email jennchristy@clermontdowntown.com  
Day Phone 352.989.0835 Cell Phone 352.989.0835  
Address 836 W Montrose Street City Clermont State FL Zip 34711  
Secondary Contact \_\_\_\_\_ Phone # \_\_\_\_\_

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: Harvest Fest celebrates the fall season, featuring family-friendly activities and entertainment.

Food and vendors are brought in to participate as well as brick and mortar businesses.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

**Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)**

Other Location: W. Minneola between 7th & West, Pavilion at 8th & Minneola, 8th from W. Montrose to W. Minneola,  
parking lot between Encore & Animal League, Artwork, grassy area behind Roasted Spirit, City Hall lawn  
7th from W Montrose to DeSoto, W Montrose from 8th to Lake, parking lot behind News Leader & Mobility Rehab

**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION**

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent\* 10x10

\*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: food vendors & entertainment

Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use:

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☒ No Ride Types: ☐ Mechanical ☒ Bounce Houses ☒ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.

The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.

Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe:

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☒ Yes ☐ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.



## SPECIAL EVENTS COST ESTIMATOR

|                         |                                             |    |       |
|-------------------------|---------------------------------------------|----|-------|
| NAME OF EVENT:          | Harvest Fest                                |    |       |
| DATE OF EVENT:          | October 25, 2025                            |    |       |
| EVENT CONTACT:          | Jennifer Christy                            |    |       |
| REFUND MAILING ADDRESS: | Clermont Main Street, 836 W Montrose Street |    |       |
|                         | Street Address                              |    |       |
|                         | Clermont                                    | FL | 34711 |
|                         | City                                        | ST | Zip   |
| CELL PHONE:             | 352.989.0835                                |    |       |

**Payment Deadline:**

**Application Fee and deposit are due upon submission**

**Final payment is due 30 days prior to event date.**

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

|                                                           | NON-PROFIT/<br>RESIDENT<br>RATE | BUSINESS/<br>NON-RESIDENT<br>RATE | SPECIAL INSTRUCTION       | FEE  |
|-----------------------------------------------------------|---------------------------------|-----------------------------------|---------------------------|------|
| Application Fee                                           | \$10                            | \$10                              | Non-Refundable            | \$10 |
| <b>CITY PROPERTY:</b>                                     |                                 |                                   |                           |      |
| <b>HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)</b>   |                                 |                                   |                           |      |
| Deposit                                                   | \$250                           | \$250                             | Refundable                |      |
| Hourly Fee                                                | \$100                           | \$200                             | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$700                           | \$1100                            |                           |      |
| <b>PARK AREA ~ AREA B (RED)</b>                           |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>WATERFRONT ~ AREA C (YELLOW)</b>                       |                                 |                                   |                           |      |
| Deposit                                                   | \$350                           | \$350                             | Refundable                |      |
| Hourly Fee                                                | \$200                           | \$300                             | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$1500                          | \$2500                            |                           |      |
| Each Consecutive Day                                      | \$1200                          | \$2000                            |                           |      |
| <b>CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)</b>         |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>VICTORY POINTE</b>                                     |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF</b> |                                 |                                   |                           |      |
| Additional City Staff                                     | \$35                            | \$35                              | Per Person, Per Hour      |      |
| Public Works Event Staff                                  | \$35                            | \$35                              | 4 hr. min, per staff      |      |
| Police Officer                                            | \$52                            | \$52                              | 4 hr. min, Per Officer    |      |
| Fire/ EMS Med Cart                                        | \$150                           | \$150                             | 4 hr. min, 2 staff min    |      |
| Fire Boat in the Water                                    | \$300                           | \$300                             | Per Hour                  |      |
| <b>Sales Tax</b>                                          |                                 |                                   |                           |      |
| <b>GRAND TOTAL</b>                                        |                                 |                                   |                           |      |

**Resident/Non-Profit rate is defined as**



- A resident or land owner located in the Clermont city limits
  - A business located in the Clermont city limits
  - Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.
- \*Non-Profits must provide business license, proof of non-profit status (5013C)*

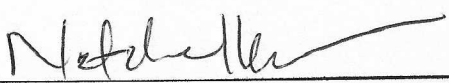
**Non-Resident/Business rate is defined as**

- Applicant resides outside the Clermont city limits
  - Business is located outside the Clermont city limits
- \*Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*
- All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

**PLEASE NOTE:** The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

**Indemnification, Insurance and Additional Costs**

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

  
 \_\_\_\_\_  
 Applicant's Signature  
 Natalie Kahler  
 \_\_\_\_\_  
 Printed Name

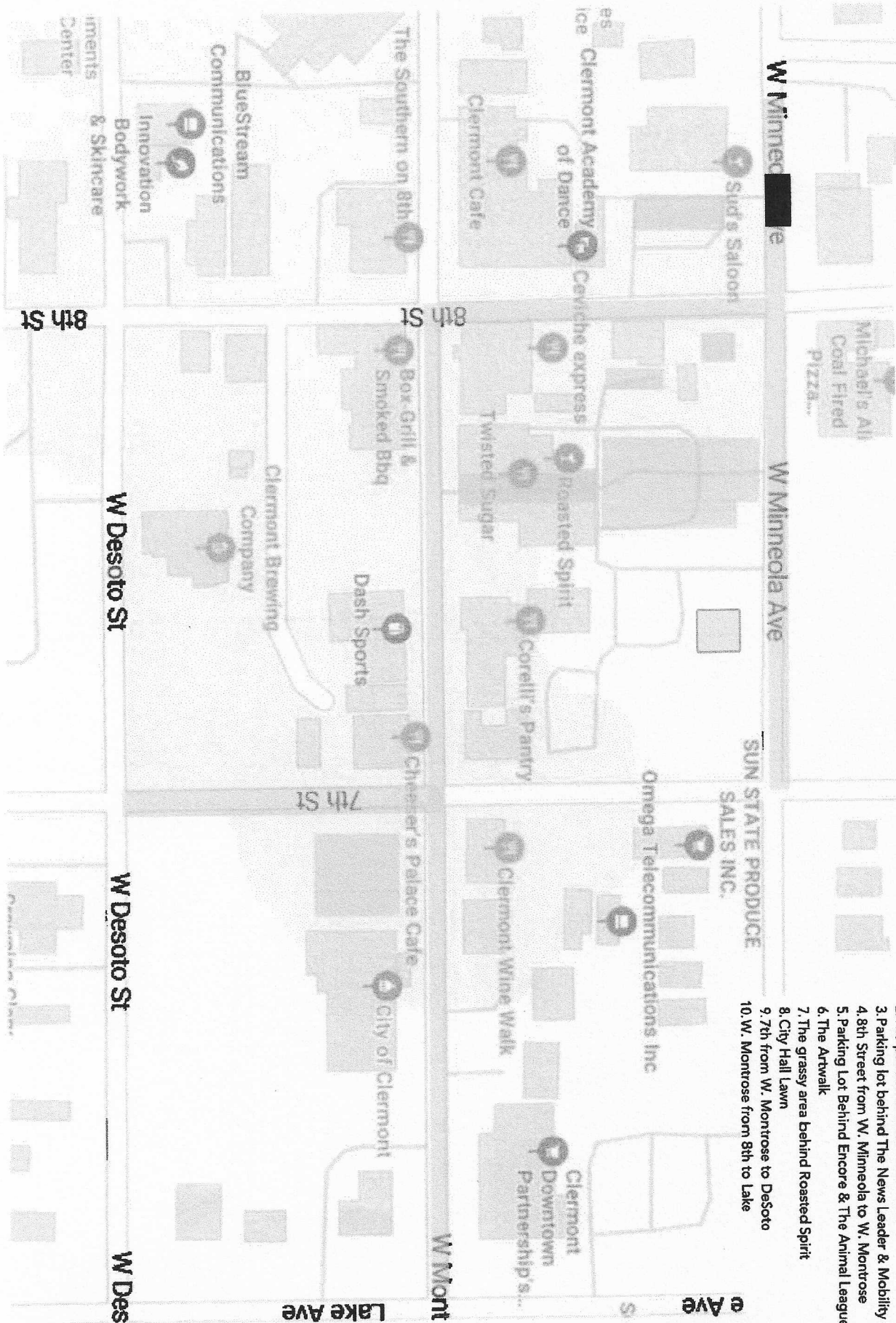
Executive Director  
 \_\_\_\_\_  
 Title  
 10/05/2025  
 \_\_\_\_\_  
 Date

\*\*\*\*\*FOR CITY DEPARTMENT REVIEW ONLY\*\*\*\*\*

**Department / Division Routing:**

- |                       |                               |                    |
|-----------------------|-------------------------------|--------------------|
| a) Parks & Rec. Dept. | b) Police Department          | c) Fire Department |
| d) Public Works Dept. | e) Development Services Dept. |                    |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



1. W. Minneola from 7th to past 8th/before the Post Office
2. The pavilion at 8th/W. Minneola
3. Parking lot behind The News Leader & Mobility Rehab
4. 8th Street from W. Minneola to W. Montrose
5. Parking Lot Behind Encore & The Animal League
6. The Artwalk
7. The grassy area behind Roasted Spirit
8. City Hall Lawn
9. 7th from W. Montrose to Desoto
10. W. Montrose from 8th to Lake

**Print****Application for Special Events Permit - Submission #1636****Date Submitted: 7/31/2025****Application for Special Events Permit****Name of Event\***

Clermont Main Street Haunted House

**Date of Event\***

10/30/2025

**Dates of Event (If Multi-Day)**

10/30/2025

—

11/1/2025

**Estimated Attendance\***

500

**Briefly Describe the Event \***

Haunted House at Brewer Funeral Home

10/30/2025

hh:mm am/pm

**Event Start Time\***

05:00 PM

**Event End Time\***

09:00 PM

**Pre-Event Setup Time\***

03:00 PM

**Post-Event Cleanup Time:\***

10:00 PM

**Please list all alternative dates you would like in the event the chosen date is unavailable (if applicable)****Briefly Describe Event / Activity\***

Haunted House at Brewer Funeral Home

**Name of Organization / Applicant\***

Clermont Main Street

**Check Type of Organization\***

- ☐ Resident
- ☐ Non Resident (Must Provide Proof of Residency)
- ☒ Non-Profit (Must Provide Tax Exemption Certificate)
- ☐ Business

**Proof of Residency**

IMG.jpeg

Please provide proof of Residency (i.e. valid driver's license or City of Clermont water bill) *Please note that address must be within City limits to qualify for Resident rate*

**Tax Exemption Certificate**

IMG.jpeg

**Event Contact\***

Jennifer Christy

**Address\***

836 W.Montrose St

**City\***

Clermont

**State\***

FL

**Zip Code\***

34711

**Phone\***

3522174359

**Email\***

Jennchristy@clermontdowntown.com

**Location of Event on City Property\***

Other (Please describe location) ▼

**If location selected is other, please describe here:**

Brewer Funeral Home

**Alcohol Served:\***☒ Yes☐ No

*If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.*

**Canopy/Tent Use:\***☒ Yes☐ No

*\*Tents larger than 900 sq. ft. will require an additional permit*

**Electrical Use:\***☐ Yes☒ No

*Additional permits may be required based on use*

**Electrical Power Provided:**☒ Generator☐ Temporary Power Drop☐ Property Power

**Gas Fueled Equipment\***

- ☐ Yes  
☒ No

*If Yes, subject to permits as required by the Building/Fire Safety Division.*

**Fuel Source:**

- ☐ Propane  
☐ Natural Gas  
☐ Diesel Fuel  
☐ Gasoline  
☒ N/A

**Cooking Equipment Use:\***

- ☐ Yes  
☒ No

**Cooking Types**

- ☐ Fryers  
☐ Propane Grill  
☐ Charcoal Grill  
☐ Concession Trailer  
☒ Food Trucks

**Rides / Amusements\***

- ☐ Yes  
☒ No

**Types:**

- ☐ Mechanical  
☐ Bounce Houses  
☐ Animals

**Pyrotechnic / Firework Displays\***

- ☐ Yes  
☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division. The release of Sky Lanterns is not permitted under state law.*

**Streets to be Closed for Traffic Control\***

- ☒ Yes  
☐ No

Written submission for road closure is required and will require city council approval.

**Law Enforcement Stand-By Requested\***

- ☐ Yes  
☒ No

*Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

*Clermont Police Department may determine officers to be necessary upon review of application/*

**Fire Department Support Requested\***

- ☐ Fire Boat  
☐ Fire / EMS Cart  
☐ Public Education  
☒ None

*Fire Department Resources may be required by the City for certain events/activities at the expense of the applicant.*

**Sound / Music Devices\***

- ☐ DJ  
☐ Band  
☐ Music Played on Speakers  
☒ None

*If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.*

**Banners or Attention Getting Devices\***

- ☐ Yes  
☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

**Is this event:\***

- ☒ Public  
☐ Private

**In another promoter/producer assisting with your event?\***

- ☐ Yes  
☒ No

**Will this event use other venues and/or municipalities such as Lake County?\***

- ☐ Yes  
☒ No

**Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event?\***

- ☐ Yes  
☒ No

If Yes, please describe your water safety plan for review by the Clermont Fire Department.

**Water Safety Plan (If Applicable)****Site Plan**

No file chosen

*Please attach your site plan here - applications without a site plan will not be reviewed.*

**Map Template:**

[Waterfront Park](#)

**Map Template:**

[Victory Pointe](#)



## Special Event Fees

### Payment Deadline:

Application Fee is due upon submission / Facility Fees are due within 10-days following receipt of invoice from City Staff.  
**Failure to make payment by deadline will result in application being voided and require a new application to be submitted.**  
 Police and Fire Fees are paid and invoiced directly from each respective department

|                                                           | NON-PROFIT/<br>RESIDENT<br>RATE | BUSINESS/<br>NON-RESIDENT<br>RATE | SPECIAL INSTRUCTION       | FEE  |
|-----------------------------------------------------------|---------------------------------|-----------------------------------|---------------------------|------|
| Application Fee                                           | \$10                            | \$10                              | Non-Refundable            | \$10 |
| <b>CITY PROPERTY:</b>                                     |                                 |                                   |                           |      |
| <b>HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)</b>   |                                 |                                   |                           |      |
| Deposit                                                   | \$250                           | \$250                             | Refundable                |      |
| Hourly Fee                                                | \$100                           | \$200                             | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$700                           | \$1100                            |                           |      |
| <b>PARK AREA ~ AREA B (RED)</b>                           |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>WATERFRONT ~ AREA C (YELLOW)</b>                       |                                 |                                   |                           |      |
| Deposit                                                   | \$350                           | \$350                             | Refundable                |      |
| Hourly Fee                                                | \$200                           | \$300                             | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$1500                          | \$2500                            |                           |      |
| Each Consecutive Day                                      | \$1200                          | \$2000                            |                           |      |
| <b>CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)</b>         |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>VICTORY POINTE</b>                                     |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF</b> |                                 |                                   |                           |      |
| Public Works Event Staff                                  | \$35                            | \$35                              | 4 hr. min, per staff      |      |
| Police Officer                                            | \$56.25                         | \$56.25                           | 4 hr. min, Per Officer    |      |
| Fire/ EMS Med Cart                                        | \$150                           | \$150                             | 4 hr. min, 2 staff min    |      |
| Fire Boat in the Water                                    | \$300                           | \$300                             | Per Hour                  |      |
| Fire Inspector                                            | \$75                            | \$75                              | 3 hr. min                 |      |

Resident / Non-Profit Rate is defined as:

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- An organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

\*Non-Profits must provide valid tax-exemption certificate.

Non-Resident / Business rate is defined as:

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits
  - Clermont Residents are not permitted to use 'Resident' status if the business is located outside of t city limits

*All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

**Check below if you agree abide by the following:\***

☒ Yes, I understand and consent to the below.

The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

**Check here to agree to the Indemnification, Insurance and Additional Costs\***

☒ Yes, I have read and agree to abide by the rules and regulations outlined below.

**The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.**

**Check below if you agree abide by the following:\***

☒ Yes, I understand and have reviewed the information below:



### **GENERAL EVENTS - COMMERCIAL AND/OR NON-PROFIT**

All Special Events held on regulated property within the City of Clermont require a Special Events Permit in accordance to Ordinance No. 2015-74. The application process begins when you submit a completed Application for Special Events Permit, all required forms and maps and non-refundable application fee with deposit to the Parks and Recreation Department if the Special Event takes place on City property. If Special Event takes place on private property, the application process begins in the Development Services- Fire Prevention Division located at Fire Station 1. Upon receipt of your application, copies are reviewed by affected city departments to assess site availability, quality and goal of the event, compliance with city ordinances, permits required, and an estimated cost of all city fees that will be incurred.

- *The City cannot accept incomplete Special Event Permit Applications. Only current applications forms will be accepted.*
- *Special Event Permit Applications may be submitted a maximum of 12-months in advance and a minimum of 60-calendar days in advance.*
- *Submitting a Special Event Permit Application does not guarantee the space requested is available.*
- *Applicant is not permitted to advertise for the event until a special event permit has been approved.*
- *The Applicant shall pay all estimated fees (including fees for PD and FD) 30-days prior to the event.*
- *The City of Clermont reserves the right to cancel any events/rentals in any City-owned facility or park.*
- *The approval of your event is subject to public health, safety and welfare conditions that may develop or occur after the approval and prior to the event. In addition, your permit may be withdrawn prior to the day of the event if public health, safety and welfare conditions warrant withdrawal.*

### **NON-PROFIT REQUIREMENTS**

Those events requesting non-profit status must:

- *Show proof of a valid 501(c) 3, 501(c)6 or government agency certification.*
- *Provide a copy of sales tax exemption certificate to be exempt from payment of sales tax. Payment must come from tax exempt entity.*

### **CITY STAFFING REQUIREMENTS**

Your event may require minimum city staffing from a variety of departments at certain hourly rates. Your City Representative will assist you in estimating these needs based on the specifics of your event. Required staffing may include:

- *Police*
- *Fire/EMT*
- *Public Works*
- *Parks and Recreation*

### **SPECIAL EVENT REQUIREMENTS IF HELD ON CITY PROPERTY**

#### **Deposits**

Damage Deposits shall be required based on the fee schedule of each individual facility. Following each event, City staff will determine if the deposit is returned and/or if additional charges are incurred.

#### **Payments**

All payments must be made, in person, by check, money order, cash or credit card (subject to processing fee).

#### **Insurance**

A certificate of liability insurance naming the City of Clermont as additional insured is required of all events taking place on City property.

- *Comprehensive General Liability Coverage with limits of liability of one million dollars (\$1,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you are selling or consuming alcoholic beverages at the event, you must have a liquor license and your liability insurance must include liquor liability of two million dollars (\$2,000,000) combined single limit showing the City of Clermont as additional insured for that date/event/address.*
- *If you will be having a fireworks display or mechanical rides, you will need more than one million dollars (\$1,000,000) liability coverage. It may be in the range of two million to four million dollars (\$2,000,000 - \$4,000,000) depending on the risk as determined by the City of Clermont Legal Department.*

**Vendors**

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all carnival, amusement, and bounce house companies.
- Applicant must provide proof of insurance from all parties including vendors to the City no later than 14 days prior to your event. All liability requirements are set by the City of Clermont Legal Department and subject to change.
- Vendor tents must be anchored with weights (20lbs. per tent leg). If high winds occur, vendors must take necessary precautions with their tents.
- Only staff recommended removable chalk paint will be allowed to mark vendor locations on the ground. If used on anything other than grass, all markings must be cleaned at the conclusion of the event.
- Vendors may drive on to the grass area to load in/out. However, vehicles must be removed from grass area for the duration of the event. Vehicles may not use the grass area for parking during event.
- Applicant may be required to submit a list of participating vendors.

**South Lake Trail**

- It is prohibited to drive on the trail or block the trail at any time. Please make sure all vendors and participants are made aware of this especially when loading in and out.

**FOOD SERVICE REQUIREMENTS**

- A separate certificate of liability insurance for one million dollars (\$1,000,000) is required of all food vendors.
- No glass containers are allowed.
- Health and Safety: Vendors selling **any** food items are required to be in compliance with the established Florida Department of Business and Professional Regulation guidelines for Temporary Food Service Events. Inspectors from the State of Florida may be in attendance at any city event. Food vendors are required to meet the minimum standards of the State and be prepared to purchase a temporary food service license from the inspector. For more information, please visit <http://www.myfloridalicense.com/dbpr/hr/faqs/hr-faq-temporaryevents.html>.
- Cooking Outdoors: Proper preventative measures shall be taken to prevent grease from dropping on to the ground, streets, sidewalks, landscaping, etc. Food and liquid shall be disposed of properly and not left on streets, sidewalks, landscaping, etc. Proper arrangements, approved by the City, shall be made for the disposal of grease.
- Fire Safety: All food vendors shall have a portable fire extinguisher readily accessible (minimum 5 lb. 2A10BC).

**ALCOHOLIC BEVERAGE SERVICE REQUIREMENTS IF HELD ON CITY PROPERTY**

In order to serve alcoholic beverages, the following is required:

- Valid liquor license
- Valid liquor liability insurance
- Customer identification method for alcohol distribution
- City of Clermont alcohol application
- For Special Events on City property all requests must be approved by the City Manager and/or City Council and shall require additional processing time.
- Alcohol must be stopped from serving half hour before the event end time.

**SECURITY REQUIREMENTS**

- For the safety of participants and volunteers, Police may be necessary for your event. A police officer shall be required at each location where alcoholic beverages are being served and at any location deemed necessary by the City to maintain order and protect persons and property.
- Any and all security requirements will be assessed by the City of Clermont Police Department based on the scope of the event. Private Security firms may be used if approved by the City of Clermont Police Department. The cost for providing off-duty police services is charged at a four (4) hour minimum shift per officer.
- The City will review Maintenance of Traffic plan, barricade installation and removal. There is a limited number of barricades and the size of your event may determine the need to rent additional barricades from a private, certified barricade company with a valid license to do business in Lake County. All barricaded areas and proposed traffic plans must be clearly marked on your site plan and be approved by the City.



**NOISE LEVEL****[Sec. 54-120. - Noise and other conduct. (a)]**

It is unlawful to play any musical instrument or audio amplification system or engage in any disorderly conduct or behavior tending to breach the public peace or in violation of the city's noise ordinance, in any city park. Any amplified music can only be played between 7am and 10pm.

**PERFORMERS**

Applicant shall provide a detailed listing of all performers no later than 30 days before the event.

**ROAD CLOSURE NOTIFICATION**

Any road closures requested must be approved by the City Council and shall require additional processing time. Road closure notification shall be required by Applicants to the residents and businesses being affected by the event prior to City Council approval. A copy of the notification must also be submitted to the City. All road closures must be clearly marked on your site plan.

**TRASH AND DUMPSTERS**

Arrangements for dumpsters and the number required will be determined by the review process by the City. Prearranged dumpsters may be required with specific location, drop off and pick up dates and size. This will be at the Applicants expense.

**GREASE RECEPTACLES**

Grease receptacles may be obtained from a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. This will be at the Applicants expense. Verification is required.

**TOILET FACILITIES**

Portable toilets may be required for an event at applicant's expense, depending on the estimated attendance and availability of public facilities. Portable toilets are provided by a number of private firms. Please contact them directly and confirm they are properly licensed to provide this service in the City of Clermont. If necessary, the number required will be determined by the City. Verification is required.

**EVENT CLEANUP – IF HELD ON CITY PROPERTY**

The City of Clermont Public Works Department will determine staffing requirements for event clean up. Applicant shall pay all charges.

**FIRE SAFETY/EMS COVERAGE**

If any event occurs within the City limits, the Fire Department must approve the site plan to assure adequate fire and emergency access as prescribed by the fire code. Applicant is responsible for all charges and must make arrangements directly through the fire department.

**POLICE DEPARTMENT COVERAGE**

Police department will determine coverage of officers for the event. Applicant is responsible for all charges and must make arrangements through the police department on-line software.

**SITE PLANS**

As with any event in the City of Clermont, all site plans must be reviewed and approved by affected City departments (i.e.: Public Works, Police Department, Fire Department, etc.) and may require communication with Lake County departments. Site plans **must** be submitted no later than 21 days prior to the event.

**PERMITS AND LICENSES**

All permits and licenses relating to events in the City of Clermont will be applicable.

**ELECTRICAL POWER**

Existing electrical power shall be used where available. Access to electrical power for events may require permits and a licensed and insured electrical contractor which will be determined by the City and paid for by the Applicant.

**LAKE COUNTY PERMIT**

A Lake County special event permit is required for approval if any portion of the requested event takes place in Lake County.

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION "FLDEP"**

Any event utilizing these bodies of water requires the Applicant to reactive additional permits from the Florida Department of Environmental Protection ("FLDEP"). The City of Clermont will not approve any special event until FLDEP approval is provided in writing. The City can provide a reference document on how to apply for additional permits through FLDEP.

**TENTS**

In order to avoid damage to irrigation or other buried systems, the number and placement of tents must be indicated on the site plan. The City of Clermont Public Works Department will mark out lines in the areas that must be avoided by placement of tents. Any damages caused by tent placement will be charged to the Applicant. All tents must be anchored with weights (20lbs per tent leg).

**TENT PERMIT**

A Tent Permit is required when any Tent exceeds 900 square feet. Applicant is required to secure tent permit at an additional cost.

**SIGNS**

The installation, location and other criteria is prohibited under sign ordinance 1028 of the City code. Any signage requests must be submitted, for approval, at time of application with site map, install dates, removal dates, size of signage, and visual proof of sign. Sign requests must be approved by City Council.

**PARKING**

Parking is prohibited in event space, including any grass area. Applicant may be required to provide staff for special parking needs.

**WIFI**

WiFi is not guaranteed during event times.

**MARKETING**

Copies of all promotional/marketing materials produced for the event must be submitted to the City including materials produced after approval of the event. Marketing must be consistent with the description of the event.

**MEETING**

A Special Event meeting shall be required with City Departments. A representative from the City will contact the organizer and instruct any required items for the meeting. All special event applications are subject to City Council review and may require City Council approval. Special event applicant or representative may be required to attend City Council Meeting(s).

**CHANGES**

Any changes made to the Special Event Application after the final approval process will result in additional fees for processing costs. Some change requests may not be honored due to time restraints.

**COMMUNICATION**

All communication regarding event, including on-site and day of event, shall remain between City event staff and primary applicant and/or secondary applicant.

**REFUNDS AND CANCELLATIONS**

Security deposit refunds are issued 2-3 weeks after the rental date.

Cancellation made 90 days or less prior to event day will result in relinquishing of deposit. Cancellations must be submitted by using the cancellation policy form.

| Rental Cancellation and Refund Policy<br>(application fees are non-refundable) |                              |
|--------------------------------------------------------------------------------|------------------------------|
| If you cancel within:                                                          | You will receive:            |
| 60 calendar days or more from the rental date                                  | 100% of the rental cost      |
| 59-31 calendar days from the rental date                                       | 50% of the rental cost       |
| 30 calendar days or less from the rental date                                  | No refund of the rental cost |

For more details, please contact Events and Performing Arts Manager, [Cory Cody](#).

# Brewer and Sons Haunted House 2025





## APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 10/05/2024  
Name of Event Hometown Holidays  
Date(s) of Event November 22, 2025 Estimated Attendance: 2500-4000  
Event Start Time: 12pm Event End Time: 8pm  
Before Event Setup Time: 9am After Event Cleanup Time: 10pm  
Name of Organization/Applicant Clermont Main Street

\*The refundable deposit will be made payable and mailed to the name and address of the applicant listed\*

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

**Non-Profit documentation must be provided with application.**

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8018731931C-6

**If Yes, you must provide your Tax Exempt Certificate with application.**

Federal ID # or Driver's License # 88-1574917

Event Contact Jennifer Christy/Patrick Bianchi Email jennchristy@clermondowntown.com  
Day Phone 352.989.0835 Cell Phone 352.989.0835  
Address 836 W Montrose Street City Clermont State FL Zip 34711

Secondary Contact \_\_\_\_\_ Phone # \_\_\_\_\_

If this event is a fundraiser, who is the beneficiary? (provide contact information and address)

Briefly Describe Event: Kicking off the holiday season with a family-friendly event, including entertainment,  
as well as food, artisan vendors and participating brick and mortar businesses.

Location of Event on City Property: Map 1 ☐ A ☐ B ☐ C ☐ D ☒ Map 2 ☐ Map 3

**Please choose A, B, C, or D on MAP 1, MAP 2 (Downtown Clermont), or Map 3 (Victory Pointe)**

Other Location: W. Minneola between 7th & West, Pavilion at 8th & Minneola, 8th from W. Montrose to W. Minneola,

parking lot between Encore & Animal League, Artwork, grassy area behind Roasted Spirit, City Hall lawn

7th from W Montrose to DeSoto, W Montrose from 8th to Lake, parking lot behind News Leader & Mobility Rehab

**PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION**



Alcohol Served: ☐ Yes ☒ No

*If Yes, State Alcoholic Beverage License REQUIRED for sale of alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.*

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent\* 10x10

*\*Tents larger than 900 sq. ft. will require an additional permit*

Electrical Use: ☒ Yes ☐ No Describe the need: food vendors & entertainment

*Additional permits may be required based on use*

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☒ Property Power

Gas Fueled Equipment: ☒ Yes ☐ No Describe Use:

*If Yes, subject to permits as required by the Building/Fire Safety Division.*

Fuel Source ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☒ Yes ☐ No

*If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395*

Cooking Types: ☐ Fryers ☐ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

*Insurance may be required by provider*

Rides: ☒ Yes ☒ No Ride Types: ☐ Mechanical ☒ Bounce Houses ☒ Animals

*Insurance may be required by provider*

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

*If Yes, requires separate approval process completed by Company with the Fire Prevention Division.  
The release of Sky Lanterns is not permitted under state law.*

Streets to be Closed or Traffic Control: ☒ Yes ☐ No

*Written submission for road closure is required and will require city council approval*

Fire or Law Enforcement Stand-by Requested: ☒ Yes ☐ No

*If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.  
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.*

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe:

*If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.*

Banners or Attention Getting Devices: ☒ Yes ☐ No

*If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.*

Is this event: ☒ Public ☐ Private Is another promoter/producer assisting with your event? ☐ Yes ☒ No

Will this event use other venues and/or municipalities such as Lake County? ☐ Yes ☒ No

Will this event be utilizing Lake Minneola or Lake Minnehaha for any portion of the event? ☐ Yes ☒ No

Are you requesting the boat ramp be closed in order to be used for overflow parking? ☐ Yes ☒ No

*Boat ramp closure request will only be considered by the City Council for events that have over 1000 expected in attendance.*

## SPECIAL EVENTS COST ESTIMATOR

|                         |                                             |    |       |
|-------------------------|---------------------------------------------|----|-------|
| NAME OF EVENT:          | Hometown Holidays                           |    |       |
| DATE OF EVENT:          | November 22, 2025                           |    |       |
| EVENT CONTACT:          | Jennifer Christy                            |    |       |
| REFUND MAILING ADDRESS: | Clermont Main Street, 836 W Montrose Street |    |       |
|                         | Street Address                              |    |       |
|                         | Clermont                                    | FL | 34711 |
|                         | City                                        | ST | Zip   |
| CELL PHONE:             | 352.989.0835                                |    |       |

**Payment Deadline:**

***Application Fee and deposit are due upon submission***

**Final payment is due 30 days prior to event date.**

*Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.*

|                                                           | NON-PROFIT/<br>RESIDENT<br>RATE | BUSINESS/<br>NON-RESIDENT<br>RATE | SPECIAL INSTRUCTION       | FEE  |
|-----------------------------------------------------------|---------------------------------|-----------------------------------|---------------------------|------|
| Application Fee                                           | \$10                            | \$10                              | Non-Refundable            | \$10 |
| <b>CITY PROPERTY:</b>                                     |                                 |                                   |                           |      |
| <b>HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)</b>   |                                 |                                   |                           |      |
| Deposit                                                   | \$250                           | \$250                             | Refundable                |      |
| Hourly Fee                                                | \$100                           | \$200                             | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$700                           | \$1100                            |                           |      |
| <b>PARK AREA ~ AREA B (RED)</b>                           |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>WATERFRONT ~ AREA C (YELLOW)</b>                       |                                 |                                   |                           |      |
| Deposit                                                   | \$350                           | \$350                             | Refundable                |      |
| Hourly Fee                                                | \$200                           | \$300                             | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$1500                          | \$2500                            |                           |      |
| Each Consecutive Day                                      | \$1200                          | \$2000                            |                           |      |
| <b>CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)</b>         |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>VICTORY POINTE</b>                                     |                                 |                                   |                           |      |
| Deposit                                                   | \$150                           | \$150                             | Refundable                |      |
| Hourly Fee                                                | \$25                            | \$50                              | Per Hour (2 Hour Minimum) |      |
| Daily Fee                                                 | \$200                           | \$300                             |                           |      |
| <b>~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF</b> |                                 |                                   |                           |      |
| Additional City Staff                                     | \$35                            | \$35                              | Per Person, Per Hour      |      |
| Public Works Event Staff                                  | \$35                            | \$35                              | 4 hr. min, per staff      |      |
| Police Officer                                            | \$52                            | \$52                              | 4 hr. min, Per Officer    |      |
| Fire/ EMS Med Cart                                        | \$150                           | \$150                             | 4 hr. min, 2 staff min    |      |
| Fire Boat in the Water                                    | \$300                           | \$300                             | Per Hour                  |      |
| <b>Sales Tax</b>                                          |                                 |                                   |                           |      |
| <b>GRAND TOTAL</b>                                        |                                 |                                   |                           |      |

**Resident/Non-Profit rate is defined as**



- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

*\*Non-Profits must provide business license, proof of non-profit status (5013C)*

**Non-Resident/Business rate is defined as**

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

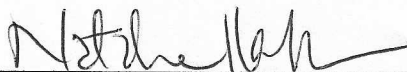
*\*Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

*All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured*

**PLEASE NOTE:** The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

**Indemnification, Insurance and Additional Costs**

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.



Applicant's Signature

Natalie Kahler

Printed Name

Executive Director

Title

10/05/2025

Date

\*\*\*\*\*FOR CITY DEPARTMENT REVIEW ONLY\*\*\*\*\*

**Department / Division Routing:**

a) Parks & Rec. Dept.

b) Police Department

c) Fire Department

d) Public Works Dept.

e) Development Services Dept.

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.

**OTHER ACTIVATION AREAS:**

City Hall Lawn

Grassy Area Behind Roasted Spirit

The Art Walk from Roasted to Minneola

West End Plaza Parking Lot

Corelli's Parking Lot

# Hometown Holidays Footprint

Event Time: 12pm-8pm

Road Closures Requested: 7am - 10pm



**STREETS ACTIVATED:**

W. Montrose from Clermont Cafe up to Lake Ave.  
8th Street between W. Montrose & W. Minneola  
W. Minneola between 8th & 7th Streets  
Lake Avenue between W. Montrose & W. Minneola

**NO ACTIVATION:**

7th between Paved Public Parking Lot & W. Minneola  
W. Minneola between 7th & Lake  
DeSoto Street



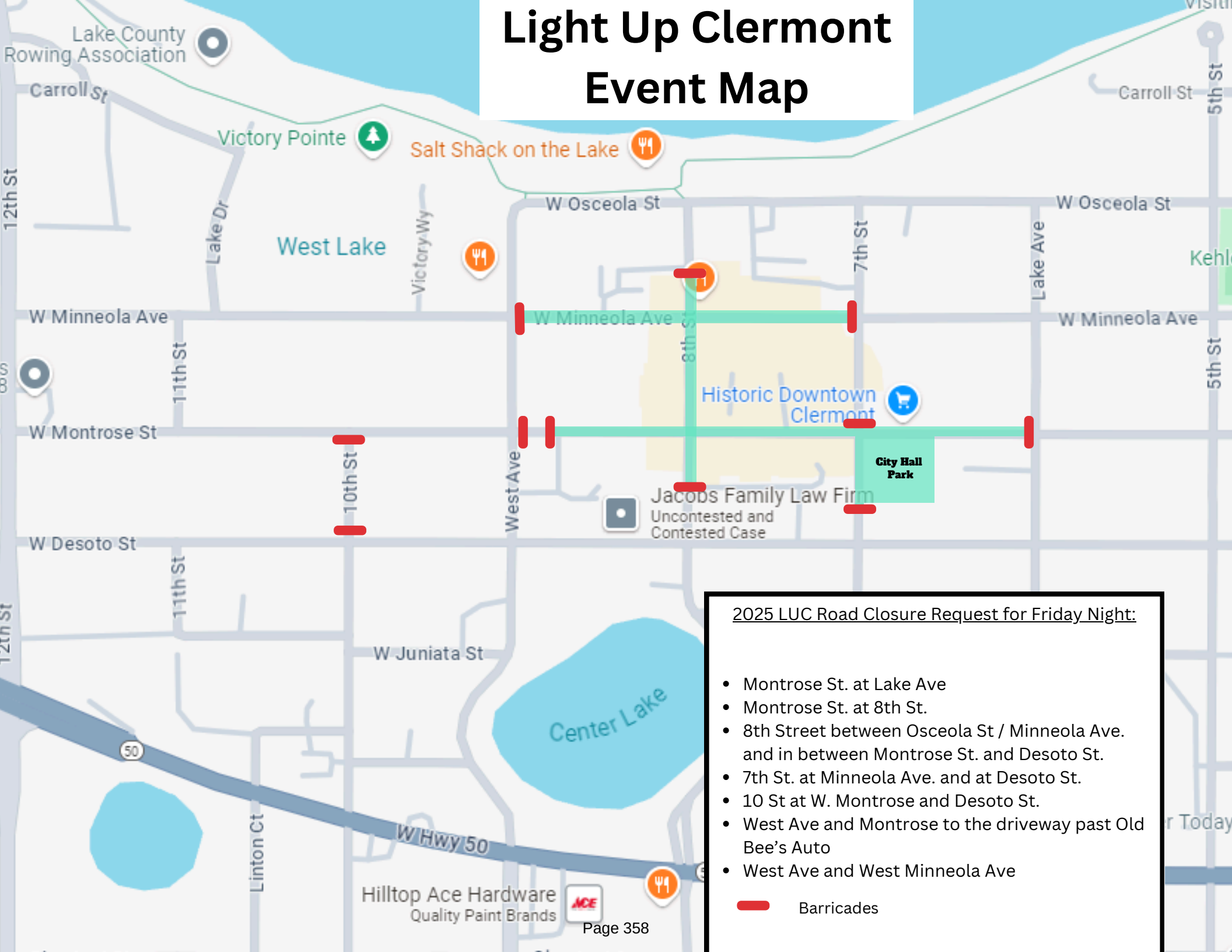
# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| Event Road Closure Request<br><i>Light Up Clermont 2025</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                    |                                |
| Recommend to approve the allowance of the Clermont Parks & Recreation Department's annual "Light Up Clermont" event in downtown Clermont with noted street closures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                                |
| <p>The Clermont Parks and Recreation Department is requesting approval for multiple road closures and times to accommodate "Light Up Clermont" and on December 5th in Downtown Clermont. All businesses and residents impacted by the closures will be contacted via individual letter delivery. The Parks and Recreation department has worked with the Clermont PD, Fire, and Public Works to ensure that all elements and safety have been accounted for and will be staffed accordingly during the event.</p> <p><b>Start:</b> Friday, December 5, 2025 –10 AM for Light Up Clermont Event-set and Vendor Arrival<br/> <b>Finish and Reopen at the end of Parade:</b> Saturday, December 6, 2025–12 PM<br/> <i>Downtown Parking Lots will remain accessible and available throughout the event.</i></p> <ul style="list-style-type: none"> <li>- W. Montrose Ave Montrose Street From Lake Avenue to West Ave</li> <li>- W. Minneola Ave from West Ave. to 8th St.</li> <li>- 8th Street between W. Osceola Street and Minneola Avenue</li> <li>- 8<sup>th</sup> Street between Montrose Street and Desoto Street</li> <li>-7th Street between Montrose Street and Desoto Street</li> <li>- 10th St. at West Montrose and Desoto St.</li> <li>- West Ave and Montrose to the driveway past Old Bee's Auto</li> </ul> |                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                    |                                |
| Operating expenses related to the event are included in the FY 2025-2026 Parks-Events proposed budget.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Fund Number and Description</b> | <b>Available Budget Amount</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                    |                                |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                    |                                |
| 1. Light Up Clermont Map                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Light Up Clermont Map.pdf          |                                |

# Light Up Clermont Event Map



## 2025 LUC Road Closure Request for Friday Night:

- Montrose St. at Lake Ave
- Montrose St. at 8th St.
- 8th Street between Osceola St / Minneola Ave. and in between Montrose St. and Desoto St.
- 7th St. at Minneola Ave. and at Desoto St.
- 10 St at W. Montrose and Desoto St.
- West Ave and Montrose to the driveway past Old Bee's Auto
- West Ave and West Minneola Ave

 Barricades

Hilltop Ace Hardware  
Quality Paint Brands





## AGENDA ITEM

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Employee Benefit Renewal and Changes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| Recommend approval of the employee group medical, dental, vision plan, life and disability renewal and changes effective January 1, 2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| <p>The Employee Group Medical Plan, established in 1990, is self-funded. The plan provides health, dental and prescription drug coverage for employees, retirees and eligible dependents. The Employee Insurance Team, made up of employees representing all City departments, along with city staff and Hylant (Benefits Consultant), has met multiple times in 2025 to discuss the plan, including the renewal and changes to the plan.</p> <p><b><u>Third Party Administrator (TPA), Pharmacy Benefit Manager, and Stop Loss Market Results</u></b></p> <p>This year, the city's Benefits Consultant Hylant requested proposals from medical plan third party administrators (TPAs), Pharmacy Benefit Managers, and Stop Loss insurance with three options for consideration: match current self-funded contract, narrow network and reference-based pricing. City staff and the Employee Insurance Team reviewed a summary of proposals and comparisons for six (6) TPAs (including Cigna the incumbent), four (4) Pharmacy Benefit Managers (PBM), and nine (9) stop loss respondents. Cigna's renewal proposal was based on a "bundled" approach (meaning that Cigna must be the TPA, pharmacy benefit manager, and stop-loss provider). Staff reviewed all the proposals with the goal of "unbundling" in an effort to maximize cost savings and have more flexibility in future years. After discussion and consideration of the various proposals, the team recommends the following:</p> <ul style="list-style-type: none"> <li>• Move the city's TPA to UMR, utilizing the United Health Care Choice Plus network. While UMR's TPA fee is 12% higher than Cigna's TPA fee, they are providing a \$50,000 implementation credit, and they are the most flexible out of the TPAs that provide a quote (e.g., they can work with most PBMs and stop loss companies). Additionally, UMR has fewer cost containment fees compared to Cigna that are accounted for separately from the administrative fee. A comparison of their network to Cigna's is nearly 99% match, and 58% of Cigna's out-of-network providers were considered in-network with the UHC network. UHC's network also includes the three (3) major hospital systems in Clermont. UMRs TPA fee for 2026 is estimated to be \$231,825 based on current enrollment. This figure is inclusive of Medical, Dental, FSA, and HRA Administration Fees.</li> <li>• By unbundling the TPA, PBM, and stop loss, this provides the city flexibility to shop for the most competitive pharmacy and stop loss each year, without needing to adjust the medical network or administrators to make future changes. Cigna's stop-loss quote calls for a 2% increase (\$1,112,540.64) but historically has increased by about 12-15% per year. Staff recommends moving away from Cigna to Sunlife ("Unbundled Option 5" on page 9 of the attached Self-Funded Cost Analysis), which was the most competitive overall quote and the only one other than Cigna that was firm (\$1,044,892.80) resulting in a 4.2% reduction over Cigna's stop loss renewal. The individual deductible for large claims would remain at the current level of \$200,000 per member. The quote is firm, based on our claims through July.</li> <li>• Move the city's Pharmacy Benefit Manager to MedOne, with an estimated pharmacy savings opportunity of \$499,137, including various cost-containment programs (i.e., variable copay program, alternative funding program, international sourcing, biosimilar strategy, and diabetic GLP1 management). The quote also includes full pass-through of all drug rebates.</li> <li>• Per the attached rate sheet, staff recommend adjusting the employee and city contributions for calendar year 2026:</li> </ul> |  |



- 5% decrease to city health premiums and no change to city dental premiums
- 1% decrease to employee health premiums and \$1-\$4 increase to employee dental premiums depending on tier.
- Retiree contributions are based on the total contribution (employee plus City) and will be adjusted in accordance with the City's Resolution 2013-06 regarding the City's contribution toward retiree health and dental coverage.
- Mirror the current plan design, subject to administrative requirements and standard claim processing methodologies (e.g., Deductible for Open Access Plan (OAP) is \$1,500/\$3,000 and High Deductible Plan (HDP) is \$3,250/\$6,500; Out of Pocket Maximums for OAP is \$6,000/\$12,000 and for HDP is \$7,000/\$14,000).
- Continue the current voluntary employee wellness program incentive of up to \$150 per year for covered employees and spouses on the city's health plan subject to the ability to implement it with the new carrier.
- Maintain the employee and dependent tobacco user surcharges at 15% of the total unit cost. The tobacco user surcharge has been in place since 2009. As always, the City makes available reasonable alternative standards for the employee/dependent to qualify for the non-tobacco user rates by participating in a tobacco cessation program and submitting a certificate of completion.
- Employee Assistance Program – Move EAP to Optum, which aligns the EAP provider with United Behavioral Health. This allows our employees who use the EAP to transition to the mental health benefits within the UHC network. The Optum EAP rate is \$2.38 per employee per month, and includes a 3% renewal rate cap.
- Vision Plan – Staff and Insurance Team recommend renewing with Humana (currently under a 3-year rate guarantee).
- Life Insurance – Staff and Insurance Team recommend renewing with New York Life (currently with a 2-year rate guarantee).
- The Short Term and Long Term Disability Staff and Insurance Team recommend renewing with New York Life (currently in a 2-year rate guarantee).
- Employer-paid Long Term Disability - New York Life issued a 0% renewal with a 2-year rate guarantee. Staff and Insurance Team recommend renewing.

Overall, the "Unbundled Option 5" approach is netting \$41,922 in fixed cost savings with the opportunity to save \$499,137 in pharmacy. Pharmacy savings were calculated based on a retrospective analysis of our claims. The actual pharmacy claims in 2026 will be subject to improved contractual arrangement.

***All the above changes would take effect January 1, 2026.***

- Per state law, the city's Self Insurance Fund is to be funded at 33% of projected annual claims. Staff have a goal of keeping it funded at 40-50% of projected annual claims. Currently, the fund is operating at approximately 100% of projected annual claims. With all the above-noted changes, if claims run as projected, the fund's reserves on December 31, 2026, are projected to meet and/or exceed the target of 33% of projected annual claims and stay above this city's goal of 50%.

**Additional Analysis**

**Fiscal Impact Summary**

**Fiscal Impact**

**Fund Number and Description**

**Available Budget Amount**

**Exhibits Attached (copies of original agreements)**

|    |                                                                  |                                                                      |
|----|------------------------------------------------------------------|----------------------------------------------------------------------|
| 1. | 9 9 2025 Revenue Expenditure Schedule                            | 9 9 2025 Revenue Expenditure Schedule.pdf                            |
| 2. | Calendar Year 2026 Rates                                         | Calendar Year 2026 Rates.pdf                                         |
| 3. | 9 9 2025 - Self Funded Presentation - City of Clermont_8.28.2025 | 9 9 2025 - Self Funded Presentation - City of Clermont_8.28.2025.pdf |

**City of Clermont**  
**Group Medical Self Insurance Fund**  
**Revenues and Expenditures**

|                                                  | <b><u>CY 2021<br/>Actual</u></b> | <b><u>CY 2022<br/>Actual</u></b> | <b><u>CY 2023<br/>Actual</u></b> | <b><u>CY 2024<br/>Actual</u></b> | <b><u>CY 2025<br/>PROJECTED</u></b> | <b><u>CY 2026<br/>BUDGET</u></b> |
|--------------------------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|-------------------------------------|----------------------------------|
| <b>Beginning Cash</b>                            | \$ 1,212,429                     | \$ 741,920                       | \$ 1,595,142                     | \$ 3,269,795                     | \$ 5,193,942                        | \$ 5,227,601                     |
| <b>Revenues</b>                                  |                                  |                                  |                                  |                                  |                                     |                                  |
| City Premiums (Medical & Dental)                 | 4,391,315                        | 5,290,381                        | 6,742,660                        | 6,400,976                        | 5,990,000                           | 5,975,000                        |
| Employee Premiums (Medical & Dental)             | 891,391                          | 997,881                          | 1,171,909                        | 1,205,057                        | 1,187,000                           | 1,236,000                        |
| Retiree/Cobra Premiums                           | 148,775                          | 116,386                          | 98,000                           | 105,448                          | 115,000                             | 115,000                          |
| Reimb - CIGNA Wellness                           | 32,159                           | 31,912                           | 33,254                           | 31,435                           | 38,644                              | 40,000                           |
| Reimb - Other (Rx REBATES)                       | 99,075                           | 165,036                          | 190,794                          | 324,940                          | 320,000                             | 225,000                          |
| Reimbursements                                   | 180,539                          | -                                | -                                | 10,916                           | 975                                 | -                                |
| Interest Earnings                                | (141)                            | 3,328                            | -                                | 150,240                          | 143,000                             | 130,000                          |
| Transfer from City                               | -                                | 228,588                          | -                                | -                                | -                                   | -                                |
| <b>Total Revenues</b>                            | <b>5,743,113</b>                 | <b>6,833,512</b>                 | <b>8,236,617</b>                 | <b>8,229,012</b>                 | <b>7,794,619</b>                    | <b>7,721,000</b>                 |
| <b>Expenditures</b>                              |                                  |                                  |                                  |                                  |                                     |                                  |
| Medical Claims                                   | 5,040,485                        | 4,799,358                        | 5,302,951                        | 5,188,880                        | 6,284,607                           | 5,781,016                        |
| Dental Claims                                    | -                                | -                                | -                                | -                                | -                                   | 330,000                          |
| Wellness Programs                                | 12,150                           | 15,500                           | 18,145                           | 19,050                           | 18,000                              | 20,000                           |
| LTD Program                                      | -                                | -                                | -                                | -                                | 78,000                              | 78,000                           |
| Admin Fees (TPA Services)                        | 344,628                          | 270,250                          | 313,141                          | 102,127                          | 310,353                             | 397,700                          |
| Reinsurance                                      | 816,358                          | 895,183                          | 927,728                          | 994,808                          | 1,070,000                           | 1,045,000                        |
| <b>Total Expenditures</b>                        | <b>6,213,621</b>                 | <b>5,980,290</b>                 | <b>6,561,965</b>                 | <b>6,304,865</b>                 | <b>7,760,960</b>                    | <b>7,651,716</b>                 |
| <b>Ending Cash</b>                               | <b>\$ 741,920</b>                | <b>\$ 1,595,142</b>              | <b>\$ 3,269,795</b>              | <b>\$ 5,193,942</b>              | <b>\$ 5,227,601</b>                 | <b>\$ 5,296,885</b>              |
| <b>Ending Cash % of Claims</b>                   | <b>14.72%</b>                    | <b>33.24%</b>                    | <b>61.66%</b>                    | <b>100.10%</b>                   | <b>83.18%</b>                       | <b>86.68%</b>                    |
| <b>Target Ending Cash (33% of claims amount)</b> | <b>\$ 1,663,360</b>              | <b>\$ 1,583,788</b>              | <b>\$ 1,749,974</b>              | <b>\$ 1,712,330</b>              | <b>\$ 2,073,920</b>                 | <b>\$ 2,016,635</b>              |
| <b>Cash Variance from Target</b>                 | <b>\$ (921,440)</b>              | <b>\$ 11,354</b>                 | <b>\$ 1,519,821</b>              | <b>\$ 3,481,611</b>              | <b>\$ 3,153,681</b>                 | <b>\$ 3,280,250</b>              |



**City of Clermont**  
**Group Medical Insurance Rates**  
**January 1, 2026**

|                              | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>Base Plan - Employees</b> |               |                     |                     |                    |
| <b>Employee</b>              |               |                     |                     |                    |
| -City Share                  | Bi-Weekly     | \$ 655.20           | \$ 13.82            | \$ 669.02          |
| -EE Share                    | Bi-Weekly     | \$ 41.50            | \$ 8.13             | \$ 49.63           |
| Total                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$ 104.51           | \$ -                | \$ 104.51          |
| -Tobacco Schg %              |               |                     |                     |                    |
| -Wellness Schg %             |               |                     |                     |                    |
| - Total Schg %               |               |                     |                     |                    |
| <b>Spouse</b>                |               |                     |                     |                    |
| -City Share                  | Bi-Weekly     | \$ 153.22           | \$ -                | \$ 153.22          |
| -EE Share                    | Bi-Weekly     | \$ 194.14           | \$ 13.36            | \$ 207.50          |
| Total                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$ 52.10            | \$ -                | \$ 52.10           |
| -Tobacco Schg %              |               |                     |                     |                    |
| -Wellness Schg %             |               |                     |                     |                    |
| - Total Schg %               |               |                     |                     |                    |
| <b>Children</b>              |               |                     |                     |                    |
| -City Share                  | Bi-Weekly     | \$ 133.86           | \$ -                | \$ 133.86          |
| -EE Share                    | Bi-Weekly     | \$ 178.76           | \$ 11.95            | \$ 190.71          |
| Total                        | Annual        | \$ 8,128.12         | \$ 310.70           | \$ 8,438.82        |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$ 46.89            | \$ -                | \$ 46.89           |
| -Tobacco Schg %              |               |                     |                     |                    |
| -Wellness Schg %             |               |                     |                     |                    |
| - Total Schg %               |               |                     |                     |                    |
| <b>Family</b>                |               |                     |                     |                    |
| -City Share                  | Bi-Weekly     | \$ 241.31           | \$ -                | \$ 241.31          |
| -EE Share                    | Bi-Weekly     | \$ 277.55           | \$ 27.27            | \$ 304.82          |
| Total                        | Annual        | \$ 13,490.36        | \$ 709.02           | \$ 14,199.38       |
| -EE Tobacco Surcharge        | Bi-Weekly     | \$ 77.83            | \$ -                | \$ 77.83           |
| -Tobacco Schg %              |               |                     |                     |                    |
| -EE Share - Well Schg %      |               |                     |                     |                    |
| - Tobacco/Well Schg %        |               |                     |                     |                    |

|                                                              | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|--------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 1</b> |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 875.52           | \$ 24.26            | \$ 899.78          |
| -Retiree Share                                               | Monthly       | \$ 634.00           | \$ 23.30            | \$ 657.30          |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 195.68           | \$ -                | \$ 195.68          |
| -Retiree Share                                               | Monthly       | \$ 556.93           | \$ 28.95            | \$ 585.88          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |
| <b>Children</b>                                              |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 203.20           | \$ -                | \$ 203.20          |
| -Retiree Share                                               | Monthly       | \$ 474.14           | \$ 25.89            | \$ 500.03          |
| Total                                                        | Annual        | \$ 8,128.12         | \$ 310.70           | \$ 8,438.82        |
| <b>Family</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 370.99           | \$ -                | \$ 370.99          |
| -Retiree Share                                               | Monthly       | \$ 786.94           | \$ 59.09            | \$ 846.02          |
| Total                                                        | Annual        | \$ 13,490.36        | \$ 709.02           | \$ 14,199.38       |
| <b>Base Plan - Retirees - Medicare Eligible - Tier 1</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 875.52           | \$ 24.26            | \$ 899.78          |
| -Retiree Share                                               | Monthly       | \$ 634.00           | \$ 23.30            | \$ 657.30          |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| -Total % of Non-Med Eligible                                 |               |                     |                     |                    |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 195.68           | \$ -                | \$ 195.68          |
| -Retiree Share                                               | Monthly       | \$ 556.93           | \$ 28.95            | \$ 585.88          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |
| -Total % of Non-Med Eligible                                 |               |                     |                     |                    |

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

|                                                              | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|--------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 2</b> |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 754.76           | \$ -                | \$ 754.76          |
| -Retiree Share                                               | Monthly       | \$ 754.76           | \$ 47.56            | \$ 802.32          |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 188.15           | \$ -                | \$ 188.15          |
| -Retiree Share                                               | Monthly       | \$ 564.46           | \$ 28.95            | \$ 593.41          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |
| <b>Children</b>                                              |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 169.34           | \$ -                | \$ 169.34          |
| -Retiree Share                                               | Monthly       | \$ 508.01           | \$ 25.89            | \$ 533.90          |
| Total                                                        | Annual        | \$ 8,128.12         | \$ 310.70           | \$ 8,438.82        |
| <b>Family</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 281.05           | \$ -                | \$ 281.05          |
| -Retiree Share                                               | Monthly       | \$ 843.15           | \$ 59.09            | \$ 902.23          |
| Total                                                        | Annual        | \$ 13,490.36        | \$ 709.02           | \$ 14,199.38       |
| <b>Base Plan - Retirees - Medicare Eligible - Tier 2</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 754.76           | \$ -                | \$ 754.76          |
| -Retiree Share                                               | Monthly       | \$ 754.76           | \$ 47.56            | \$ 802.32          |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 188.15           | \$ -                | \$ 188.15          |
| -Retiree Share                                               | Monthly       | \$ 564.46           | \$ 28.95            | \$ 593.41          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

|                                                              | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|--------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 3</b> |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 452.86           | \$ -                | \$ 452.86          |
| -Retiree Share                                               | Monthly       | \$ 1,056.66         | \$ 47.56            | \$ 1,104.22        |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 112.89           | \$ -                | \$ 112.89          |
| -Retiree Share                                               | Monthly       | \$ 639.72           | \$ 28.95            | \$ 668.67          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |
| <b>Children</b>                                              |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 101.60           | \$ -                | \$ 101.60          |
| -Retiree Share                                               | Monthly       | \$ 575.74           | \$ 25.89            | \$ 601.63          |
| Total                                                        | Annual        | \$ 8,128.12         | \$ 310.70           | \$ 8,438.82        |
| <b>Family</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 168.63           | \$ -                | \$ 168.63          |
| -Retiree Share                                               | Monthly       | \$ 955.57           | \$ 59.09            | \$ 1,014.65        |
| Total                                                        | Annual        | \$ 13,490.36        | \$ 709.02           | \$ 14,199.38       |
| <b>Base Plan - Retirees - Medicare Eligible - Tier 3</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 452.86           | \$ -                | \$ 452.86          |
| -Retiree Share                                               | Monthly       | \$ 1,056.66         | \$ 47.56            | \$ 1,104.22        |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 112.89           | \$ -                | \$ 112.89          |
| -Retiree Share                                               | Monthly       | \$ 639.72           | \$ 28.95            | \$ 668.67          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |

**Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 20213.**

|                                                              | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|--------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 4</b> |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 150.95           | \$ -                | \$ 150.95          |
| -Retiree Share                                               | Monthly       | \$ 1,358.57         | \$ 47.56            | \$ 1,406.12        |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 37.63            | \$ -                | \$ 37.63           |
| -Retiree Share                                               | Monthly       | \$ 714.98           | \$ 28.95            | \$ 743.93          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |
| <b>Children</b>                                              |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 33.87            | \$ -                | \$ 33.87           |
| -Retiree Share                                               | Monthly       | \$ 643.48           | \$ 25.89            | \$ 669.37          |
| Total                                                        | Annual        | \$ 8,128.12         | \$ 310.70           | \$ 8,438.82        |
| <b>Family</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 56.21            | \$ -                | \$ 56.21           |
| -Retiree Share                                               | Monthly       | \$ 1,067.99         | \$ 59.09            | \$ 1,127.07        |
| Total                                                        | Annual        | \$ 13,490.36        | \$ 709.02           | \$ 14,199.38       |
| <b>Base Plan - Retirees - Medicare Eligible - Tier 4</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 150.95           | \$ -                | \$ 150.95          |
| -Retiree Share                                               | Monthly       | \$ 1,358.57         | \$ 47.56            | \$ 1,406.12        |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ 37.63            | \$ -                | \$ 37.63           |
| -Retiree Share                                               | Monthly       | \$ 714.98           | \$ 28.95            | \$ 743.93          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |

**Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.**

|                                                              | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|--------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>Base Plan - Retirees - Non-Medicare Eligible - Tier 5</b> |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                               | Monthly       | \$ 1,509.52         | \$ 47.56            | \$ 1,557.08        |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                               | Monthly       | \$ 752.61           | \$ 28.95            | \$ 781.56          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |
| <b>Children</b>                                              |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                               | Monthly       | \$ 677.34           | \$ 25.89            | \$ 703.24          |
| Total                                                        | Annual        | \$ 8,128.12         | \$ 310.70           | \$ 8,438.82        |
| <b>Family</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                               | Monthly       | \$ 1,124.20         | \$ 59.09            | \$ 1,183.28        |
| Total                                                        | Annual        | \$ 13,490.36        | \$ 709.02           | \$ 14,199.38       |
| <b>Base Plan - Retirees - Medicare Eligible - Tier 5</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                               |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                               | Monthly       | \$ 1,509.52         | \$ 47.56            | \$ 1,557.08        |
| Total                                                        | Annual        | \$ 18,114.20        | \$ 570.70           | \$ 18,684.90       |
| <b>Spouse</b>                                                |               |                     |                     |                    |
| -City Share                                                  | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                               | Monthly       | \$ 752.61           | \$ 28.95            | \$ 781.56          |
| Total                                                        | Annual        | \$ 9,031.36         | \$ 347.36           | \$ 9,378.72        |

**Tier 5 retirees are employees who were hired after February 26, 2013.**

|                                         | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|-----------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>High Deductible Plan - Employees</b> |               |                     |                     |                    |
| <b>Employee</b>                         |               |                     |                     |                    |
| -City Share                             | Bi-Weekly     | \$ 491.41           | \$ 13.82            | \$ 505.23          |
| -EE Share                               | Bi-Weekly     | \$ 30.06            | \$ 8.13             | \$ 38.19           |
| Total                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$ 78.22            | \$ -                | \$ 78.22           |
| -Tobacco Schg %                         |               |                     |                     |                    |
| -Wellness Schg %                        |               |                     |                     |                    |
| - Total Schg %                          |               |                     |                     |                    |
| <b>Spouse</b>                           |               |                     |                     |                    |
| -City Share                             | Bi-Weekly     | \$ 114.92           | \$ -                | \$ 114.92          |
| -EE Share                               | Bi-Weekly     | \$ 97.08            | \$ 13.36            | \$ 110.44          |
| Total                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$ 31.80            | \$ -                | \$ 31.80           |
| -Tobacco Schg %                         |               |                     |                     |                    |
| -Wellness Schg %                        |               |                     |                     |                    |
| - Total Schg %                          |               |                     |                     |                    |
| <b>Children</b>                         |               |                     |                     |                    |
| -City Share                             | Bi-Weekly     | \$ 100.39           | \$ -                | \$ 100.39          |
| -EE Share                               | Bi-Weekly     | \$ 89.38            | \$ 11.95            | \$ 101.33          |
| Total                                   | Annual        | \$ 2,747.47         | \$ 310.70           | \$ 3,058.17        |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$ 28.47            | \$ -                | \$ 28.47           |
| -Tobacco Schg %                         |               |                     |                     |                    |
| -Wellness Schg %                        |               |                     |                     |                    |
| - Total Schg %                          |               |                     |                     |                    |
| <b>Family</b>                           |               |                     |                     |                    |
| -City Share                             | Bi-Weekly     | \$ 180.98           | \$ -                | \$ 180.98          |
| -EE Share                               | Bi-Weekly     | \$ 138.77           | \$ 27.27            | \$ 166.04          |
| Total                                   | Annual        | \$ 4,953.15         | \$ 709.02           | \$ 5,662.17        |
| -EE Tobacco Surcharge                   | Bi-Weekly     | \$ 47.96            | \$ -                | \$ 47.96           |
| -Tobacco Schg %                         |               |                     |                     |                    |
| -EE Share - Well Schg %                 |               |                     |                     |                    |
| - Tobacco/Well Schg %                   |               |                     |                     |                    |



|                                                                         | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|-------------------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 1</b> |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 650.04           | \$ 24.26            | \$ 674.29          |
| -Retiree Share                                                          | Monthly       | \$ 470.72           | \$ 23.30            | \$ 494.02          |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 68.15            | \$ -                | \$ 68.15           |
| -Retiree Share                                                          | Monthly       | \$ 193.96           | \$ 28.95            | \$ 222.91          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |
| <b>Children</b>                                                         |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 68.69            | \$ -                | \$ 68.69           |
| -Retiree Share                                                          | Monthly       | \$ 160.27           | \$ 25.89            | \$ 186.16          |
| Total                                                                   | Annual        | \$ 2,747.47         | \$ 310.70           | \$ 3,058.17        |
| <b>Family</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 136.21           | \$ -                | \$ 136.21          |
| -Retiree Share                                                          | Monthly       | \$ 276.55           | \$ 59.09            | \$ 335.64          |
| Total                                                                   | Annual        | \$ 4,953.15         | \$ 709.02           | \$ 5,662.17        |
| <b>High Deductible Plan - Retirees - Medicare Eligible - Tier 1</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 650.04           | \$ 24.26            | \$ 674.29          |
| -Retiree Share                                                          | Monthly       | \$ 470.72           | \$ 23.30            | \$ 494.02          |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| -Total % of Non-Med Eligible                                            |               |                     |                     |                    |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 68.15            | \$ -                | \$ 68.15           |
| -Retiree Share                                                          | Monthly       | \$ 193.96           | \$ 28.95            | \$ 222.91          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |
| -Total % of Non-Med Eligible                                            |               |                     |                     |                    |

Tier 1 retirees are employees who retired or entered the DROP prior to October 1, 2013.

|                                                                         | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|-------------------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 2</b> |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 560.38           | \$ -                | \$ 560.38          |
| -Retiree Share                                                          | Monthly       | \$ 560.38           | \$ 47.56            | \$ 607.93          |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 65.53            | \$ -                | \$ 65.53           |
| -Retiree Share                                                          | Monthly       | \$ 196.58           | \$ 28.95            | \$ 225.53          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |
| <b>Children</b>                                                         |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 57.24            | \$ -                | \$ 57.24           |
| -Retiree Share                                                          | Monthly       | \$ 171.72           | \$ 25.89            | \$ 197.61          |
| Total                                                                   | Annual        | \$ 2,747.47         | \$ 310.70           | \$ 3,058.17        |
| <b>Family</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 103.19           | \$ -                | \$ 103.19          |
| -Retiree Share                                                          | Monthly       | \$ 309.57           | \$ 59.09            | \$ 368.66          |
| Total                                                                   | Annual        | \$ 4,953.15         | \$ 709.02           | \$ 5,662.17        |
| <b>High Deductible Plan - Retirees - Medicare Eligible - Tier 2</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 560.38           | \$ -                | \$ 560.38          |
| -Retiree Share                                                          | Monthly       | \$ 560.38           | \$ 47.56            | \$ 607.93          |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 65.53            | \$ -                | \$ 65.53           |
| -Retiree Share                                                          | Monthly       | \$ 196.58           | \$ 28.95            | \$ 225.53          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |

Tier 2 retirees are employees who had 20 or more years of service as of October 1, 2013.

|                                                                         | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|-------------------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 3</b> |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 336.23           | \$ -                | \$ 336.23          |
| -Retiree Share                                                          | Monthly       | \$ 784.53           | \$ 47.56            | \$ 832.09          |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 39.32            | \$ -                | \$ 39.32           |
| -Retiree Share                                                          | Monthly       | \$ 222.79           | \$ 28.95            | \$ 251.74          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |
| <b>Children</b>                                                         |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 34.34            | \$ -                | \$ 34.34           |
| -Retiree Share                                                          | Monthly       | \$ 194.61           | \$ 25.89            | \$ 220.50          |
| Total                                                                   | Annual        | \$ 2,747.47         | \$ 310.70           | \$ 3,058.17        |
| <b>Family</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 61.91            | \$ -                | \$ 61.91           |
| -Retiree Share                                                          | Monthly       | \$ 350.85           | \$ 59.09            | \$ 409.93          |
| Total                                                                   | Annual        | \$ 4,953.15         | \$ 709.02           | \$ 5,662.17        |
| <b>High Deductible Plan - Retirees - Medicare Eligible - Tier 3</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 336.23           | \$ -                | \$ 336.23          |
| -Retiree Share                                                          | Monthly       | \$ 784.53           | \$ 47.56            | \$ 832.09          |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 39.32            | \$ -                | \$ 39.32           |
| -Retiree Share                                                          | Monthly       | \$ 222.79           | \$ 28.95            | \$ 251.74          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |

**Tier 3 retirees are employees who had at least 10 years, but less than 20 years of service as of October 1, 2013.**

|                                                                         | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|-------------------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 4</b> |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 112.08           | \$ -                | \$ 112.08          |
| -Retiree Share                                                          | Monthly       | \$ 1,008.68         | \$ 47.56            | \$ 1,056.24        |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 13.11            | \$ -                | \$ 13.11           |
| -Retiree Share                                                          | Monthly       | \$ 249.01           | \$ 28.95            | \$ 277.95          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |
| <b>Children</b>                                                         |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 11.45            | \$ -                | \$ 11.45           |
| -Retiree Share                                                          | Monthly       | \$ 217.51           | \$ 25.89            | \$ 243.40          |
| Total                                                                   | Annual        | \$ 2,747.47         | \$ 310.70           | \$ 3,058.17        |
| <b>Family</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 20.64            | \$ -                | \$ 20.64           |
| -Retiree Share                                                          | Monthly       | \$ 392.12           | \$ 59.09            | \$ 451.21          |
| Total                                                                   | Annual        | \$ 4,953.15         | \$ 709.02           | \$ 5,662.17        |
| <b>High Deductible Plan - Retirees - Medicare Eligible - Tier 4</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 112.08           | \$ -                | \$ 112.08          |
| -Retiree Share                                                          | Monthly       | \$ 1,008.68         | \$ 47.56            | \$ 1,056.24        |
| Total                                                                   | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ 13.11            | \$ -                | \$ 13.11           |
| -Retiree Share                                                          | Monthly       | \$ 249.01           | \$ 28.95            | \$ 277.95          |
| Total                                                                   | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |

**Tier 4 retirees are employees who had less than 10 years of service as of October 1, 2013.**

|                                                                         | <u>Period</u> | <u>Health Rates</u> | <u>Dental Rates</u> | <u>Total Rates</u> |
|-------------------------------------------------------------------------|---------------|---------------------|---------------------|--------------------|
| <b>High Deductible Plan - Retirees - Non-Medicare Eligible - Tier 5</b> |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                                          | Monthly       | \$ 1,120.75         | \$ 47.56            | \$ 1,168.31        |
| <b>Total</b>                                                            | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                                          | Monthly       | \$ 262.11           | \$ 28.95            | \$ 291.06          |
| <b>Total</b>                                                            | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |
| <b>Children</b>                                                         |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                                          | Monthly       | \$ 228.96           | \$ 25.89            | \$ 254.85          |
| <b>Total</b>                                                            | Annual        | \$ 2,747.47         | \$ 310.70           | \$ 3,058.17        |
| <b>Family</b>                                                           |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                                          | Monthly       | \$ 412.76           | \$ 59.09            | \$ 471.85          |
| <b>Total</b>                                                            | Annual        | \$ 4,953.15         | \$ 709.02           | \$ 5,662.17        |
| <b>High Deductible Plan - Retirees - Medicare Eligible - Tier 5</b>     |               |                     |                     |                    |
| <b>Retiree</b>                                                          |               |                     |                     |                    |
| -City Share                                                             | Monthly       | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                                          | Monthly       | \$ 1,120.75         | \$ 47.56            | \$ 1,168.31        |
| <b>Total</b>                                                            | Annual        | \$ 13,449.03        | \$ 570.70           | \$ 14,019.73       |
| <b>Spouse</b>                                                           |               |                     |                     |                    |
| -City Share                                                             |               | \$ -                | \$ -                | \$ -               |
| -Retiree Share                                                          | Monthly       | \$ 262.11           | \$ 28.95            | \$ 291.06          |
| <b>Total</b>                                                            | Annual        | \$ 3,145.34         | \$ 347.36           | \$ 3,492.70        |

**Tier 5 retirees are employees who were hired after February 26, 2013.**



# Self Funded Cost Analysis

## City of Clermont

DRAFT 1

PRESENTED BY:

**Andria Herr**

Executive Vice President Strategy and Innovation

**Elizabeth Lay**

Client Service Executive

**Friday, August 29 2025**

# HYLANT

Orlando | 1025 Greenwood Boulevard | Suite 285  
| Lake Mary, FL 32746  
P (407) 740-5550



# City of Clermont

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### Medical TPA & Network Options

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| Tab 3 | TOTAL Plan Cost Comparison                 |
| Tab 4 | Pharmacy Benefit Vendor Comparison         |

### Appendix

|       |                                                              |
|-------|--------------------------------------------------------------|
| Tab 5 | Long Term Disability : Cost & Summary of Benefits Comparison |
|-------|--------------------------------------------------------------|





## City of Clermont

### Medical TPA & Network Options

| TPA                 | MEDICAL NETWORK           |                        |
|---------------------|---------------------------|------------------------|
| Cigna               | Open Access Plus          | Current                |
| Cigna               | Open Access Plus          | Renewal                |
| Preferred Benefits  | Employer's Health Network | Alternate Unbundled    |
| UMR                 | UHC Choice Plus           | Alternate Unbundled    |
| Aetna               | Choice POS II / ACO       | Alternate Bundled      |
| Aetna               | Choice POS II / ACO       | Alternate Unbundled    |
| ELAN / Health Smart | Aetna Open Choice PPO     | Alternate Level Funded |



## TPA ADMINISTRATIVE FEE

City of Clermont  
TPA Administration Fee Comparison



| TPA SERVICES AND COST                             |     | Cigna                          | Cigna                          | Preferred Benefits        | UMR                                                               | Aetna                                                                   | Aetna                                                                   | Aetna                                                                   | Aetna                                                                   | ELAN / Health Smart                                                |
|---------------------------------------------------|-----|--------------------------------|--------------------------------|---------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------|
| Program Description                               |     | Current                        | Renewal                        | Alternate Unbundled       | Alternate Unbundled                                               | Alternate Bundled                                                       | Alternate Bundled                                                       | Alternate Unbundled                                                     | Alternate Unbundled                                                     | Alternate Level Funded                                             |
| Network                                           |     | Open Access Plus               | Open Access Plus               | Employer's Health Network | UHC Choice Plus                                                   | Choice POS II                                                           | Choice POS II + ACO                                                     | Choice POS II                                                           | Choice POS II + ACO                                                     | Aetna Open Choice PPO                                              |
| Base Administration Fee                           |     | \$26.81                        | \$26.81                        | \$15.00                   | \$37.35                                                           | \$45.25                                                                 | \$45.45                                                                 | \$45.25                                                                 | \$45.45                                                                 | Included                                                           |
| Network Access Fee (Network Mgt & Administration) |     | \$17.65                        | \$17.65                        | \$22.00                   | Included                                                          | Included                                                                | \$0.34                                                                  | Included                                                                | \$0.34                                                                  | Included                                                           |
| Medical Claims Administration                     |     | Included                       | Included                       | \$15.00                   | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Claims Fiduciary                                  |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Eligibility Management                            |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Utilization Management                            |     | Included                       | Included                       | \$3.50                    | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Case Management                                   |     | Included                       | Included                       | Hourly                    | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Disease Management                                |     | Included                       | Included                       | Not Included              | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Pending                                                            |
| Health Coaching & Wellness Programs               |     | Included                       | Included                       | Not Included              | \$5.10                                                            | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Not Included                                                       |
| 24 Hour Nurseline/Health Information Line         |     | Included                       | Included                       | Not Included              | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Not Included                                                       |
| Telehealth Medicine Solution                      |     | Included                       | Included                       | \$4.00                    | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Concierge Member Services                         |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Plan Document Preparation (SBC, SOB, SPDs)        |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| TIC & CAA (No Surprises Act) Administration Fee   |     | Included                       | Included                       | Included                  | Included                                                          | Not Included                                                            | Not Included                                                            | Not Included                                                            | Not Included                                                            | Pending                                                            |
| Detailed Monthly & Annual Claim Reporting         |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Detailed Utilization Reports                      |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Banking & Administration Services                 |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Compliance with State & Federal Regulations       |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Consumerism/Self-Service/Web Based Tools          |     | Included                       | Included                       | Included                  | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Integration with Client Ben Admin System          |     | N/A                            | N/A                            | N/A                       | Included                                                          | Included                                                                | Included                                                                | Included                                                                | Included                                                                | Included                                                           |
| Dental Admin Fee                                  |     | \$3.97                         | \$3.97                         | \$3.00                    | \$4.07                                                            | \$4.38                                                                  | \$4.38                                                                  | \$4.38                                                                  | \$4.38                                                                  | Included                                                           |
| FSA Admin Fee                                     |     | \$6.75                         | \$6.75                         | Not Included              | \$8.50                                                            | \$6.00                                                                  | \$6.00                                                                  | \$6.00                                                                  | \$6.00                                                                  | Not Included                                                       |
| HRA Admin Fee                                     |     | \$5.09                         | \$5.09                         | Not Available             | \$4.00                                                            | \$3.30                                                                  | \$3.30                                                                  | \$3.30                                                                  | \$3.30                                                                  | Pending                                                            |
| External Stop Loss Vendor Interface Fee           |     | N/A                            | N/A                            | Included                  | \$2.50                                                            | N/A                                                                     | N/A                                                                     | \$1.50                                                                  | \$1.50                                                                  | N/A                                                                |
| External PBM Vendor Interface Fee                 |     | N/A                            | N/A                            | \$1.00                    | \$6.00                                                            | \$1.50                                                                  | \$1.50                                                                  | \$1.50                                                                  | \$1.50                                                                  | N/A                                                                |
| External Data Analytics Interface Fee             |     | Not Included                   | Not Included                   | Not Included              | Not Included                                                      | Not Included                                                            | Not Included                                                            | Not Included                                                            | Not Included                                                            | Not Included                                                       |
| NYCRHA Surcharge Reporting                        |     | Included                       | Included                       | Included                  | Included                                                          | Included if applicable                                                  | Included if applicable                                                  | Included if applicable                                                  | Included if applicable                                                  | Pending                                                            |
| Run-Out Claim Processing Admin Fee                |     | No Charge; 12 mo Med / 3 mo Rx | No Charge; 12 mo Med / 3 mo Rx | \$25-40 PEPM/3 Months     | TBD                                                               | TBD                                                                     | TBD                                                                     | TBD                                                                     | TBD                                                                     | Included                                                           |
| Medical Commisions                                |     | \$0.00                         | \$0.00                         | \$0.00                    | \$0.00                                                            | \$0.00                                                                  | \$0.00                                                                  | \$0.00                                                                  | \$0.00                                                                  | \$0.00                                                             |
| Dental Commisions                                 |     | \$0.00                         | \$0.00                         | \$0.00                    | \$0.00                                                            | \$0.00                                                                  | \$0.00                                                                  | \$0.00                                                                  | \$0.00                                                                  | \$0.00                                                             |
| Total Medical TPA Admin Fees PEPM                 | 334 | \$44.46                        | \$44.46                        | \$60.50                   | \$50.95                                                           | \$46.75                                                                 | \$47.29                                                                 | \$48.25                                                                 | \$48.79                                                                 | Please see <b>Admin Fee Notes</b> for actual 4-tier carrier rates. |
| Dental Administration Fee PEPM                    | 314 | \$3.97                         | \$3.97                         | \$3.00                    | \$4.07                                                            | \$4.38                                                                  | \$4.38                                                                  | \$4.38                                                                  | \$4.38                                                                  |                                                                    |
| FSA Administration Fee PEPM                       | 55  | \$6.75                         | \$6.75                         | \$0.00                    | \$8.50                                                            | \$6.00                                                                  | \$6.00                                                                  | \$6.00                                                                  | \$6.00                                                                  |                                                                    |
| HRA Administration Fee PEPM                       | 139 | \$5.09                         | \$5.09                         | \$0.00                    | \$4.00                                                            | \$3.30                                                                  | \$3.30                                                                  | \$3.30                                                                  | \$3.30                                                                  |                                                                    |
| MONTHLY TPA ADMINISTRATION COST                   |     | \$17,174.98                    | \$17,174.98                    | \$21,149.00               | \$19,318.78                                                       | \$17,778.52                                                             | \$17,958.88                                                             | \$18,279.52                                                             | \$18,459.88                                                             |                                                                    |
| TOTAL MONTHLY NET ADMINISTRATION COST             |     | \$17,174.98                    | \$17,174.98                    | \$21,149.00               | \$19,318.78                                                       | \$17,778.52                                                             | \$17,958.88                                                             | \$18,279.52                                                             | \$18,459.88                                                             |                                                                    |
| TOTAL ANNUAL ADMINISTRATION COST                  |     | \$206,099.76                   | \$206,099.76                   | \$253,788.00              | \$231,825.36                                                      | \$213,342.24                                                            | \$215,506.56                                                            | \$219,354.24                                                            | \$221,518.56                                                            |                                                                    |
| INCREASE/DECREASE OVER CURRENT                    |     |                                | 0.00%                          | 23.14%                    | 12.48%                                                            | 3.51%                                                                   | 4.56%                                                                   | 6.43%                                                                   | 7.48%                                                                   |                                                                    |
| Performance Guarantee                             |     | N/A                            | N/A                            | N/A                       | Could provide upon request                                        | 15% of Admin fees at risk (Guarantee of 10% with an overall cap of 20%) | 15% of Admin fees at risk (Guarantee of 10% with an overall cap of 20%) | 15% of Admin fees at risk (Guarantee of 10% with an overall cap of 20%) | 15% of Admin fees at risk (Guarantee of 10% with an overall cap of 20%) | Included                                                           |
| Rate Guarantee                                    |     |                                | 1 Year                         | 1 Year                    | 3 Year with escalators                                            | 3 Years                                                                 | 3 Years                                                                 | 3 Years                                                                 | 3 Years                                                                 | 1 Year                                                             |
| Wellness Fund/Credits                             |     | \$40,000                       | \$40,000.00                    | N/A                       | \$50,000 Implementation Credit (Year 1 Only)<br>\$40,000 Wellness | \$40,000.00                                                             | \$40,000.00                                                             | \$40,000.00                                                             | \$40,000.00                                                             | \$40,000.00                                                        |
| 1st Year Administrative Fee Credit                |     | N/A                            | N/A                            | N/A                       | N/A                                                               | 2 month fee credit up to \$30,000                                       | 2 month fee credit up to \$30,000                                       | 2 month fee credit up to \$30,000                                       | 2 month fee credit up to \$30,000                                       | N/A                                                                |

**Disclaimer: The base admin fee & network access fee for the Aetna dual choice option (POS Choice II & ACO) is blended based upon 90% enrollment in Choice POS II and 10% enrollment in the ACO plan. The actual fees by plan are as follows Choice POS II \$45.25 ACO \$47.25, ACO network access \$3.40.**

Notes: All costs shown are for comparison purposes only. In the event of a discrepancy, the Final TPA proposal and contract will govern.

## **TPA Admin Fees: Notes and Assumptions**

### **Cigna:**

ASO fees are in the 3rd and final year of guarantee (including dental)  
 Medical Claims Administration excludes HSA.  
 Banking & Administration excludes HSA  
 Telehealth includes MD Live

### **Preferred Benefits:**

Network Access Fee. EHN Access Fee is \$8.00; EHN Orlando Care Management is \$14.00  
 PHCS Access Fee (OOA) is \$8.00  
 Medical Claims Administration: HSA is excluded  
 Telehealth Medicine Solution: Through Teladoc \$0 Copay \$4.00 PEPM  
 Banking & Administration Services : HSA Not Included  
 Dedicated Preferred representative for claims, eligibility, and billing questions  
 Detailed monthly billing statement listing all covered employees  
 Monthly Plan Analysis reports  
 Direct access to benefit plan and claims information through Preferred Online Services for Employer and Members  
 PPO/UR Fee assumes inpatient precertification only; Additional fee may apply to include outpatient services  
 Case Management services will be through Hines and Associates and billed at an hourly rate  
 Illustrated fees do not include expenses associated with run-out services following termination  
 Analytic reports required to be sent to any entity will incur a one time set up fee of \$1,500  
 Additional fees apply for ACA 6056 reporting  
 100% of Rx rebates will be paid directly from PBM to the Employer

PPO Network is Employer's Health Network; PHCS for OOA Claims; PBM is TBD; Large Case Management is Hines and Associates  
 Preferred's Specialty Rx Program will be used for specialty/high-cost prescription drugs  
 Broker will obtain Stop Loss coverage  
 No fees will be assessed for Stop Loss Carve Out

### **UMR:**

Disease Management: Chronic Condition Management Plus. Additional \$69 PPPM. Includes all plus programs at one price. Diabetes Management Plus; Hypertension Plus, Prediabetes Plus and Mental Health Coaching

Health Coaching & Wellness Programs: Fee illustrated includes \$3.95 PEPM for the Wellness CARE Comprehensive Program & \$1.15 for the Online Events and Challenges.

Concierge Member Services: Plan Advisor isn't included, \$2.95

Plan Document: Full/Partial summary of benefits and coverage (SBC) creation with data the TPA has on file (includes initial SBC plus one amendment per year, electronic version only provided to employer). Translation of SBC into non-English text. Additional charge. Print and ship SBC to employer at open enrollment, additional charge, cost plus postage (approval required)

Annual Medical Claim Audit: Credit balance recoveries (AIM ledger initiated audit). Service is automatically provided to all City of Clermont Participants. City of Clermont will be billed 30% of recoveries on a monthly basis. The TPA contracts with an outside audit firm that audits credit balances from various hospitals. If the outside audit firm identifies that this plan is owed a refund, the refund minus the auditing firms' commission, will be sent to the Plan Sponsor.

FSA Admin Fee: PPEPM Health care account assumes a 20% enrollment.

DFSA: \$3.75 PPEPM dependent care account

## **TPA Admin Fees: Notes and Assumptions**

### **Aetna:**

Base Administration Fee: Assumes 10% migration to ACO network option.

Medical Claims Administration excludes HSA.

Tech Allowance of \$5,000 one-time to help alleviate any transition costs that come with changing carriers.

Telehealth Medicine Solution: CVS Health Virtual Primary Care is already included. If the City wants the full CVS Virtual Primary Care option, it would be an additional \$1.25 (the difference between \$1.65 and \$0.40). CVS Virtual Primary is a great option for rural groups or for groups with a younger population who prefer virtual visits. It is also helpful for those who do not have a primary care provider but the City wants to promote more primary care to their members.

TIC & CAA (No Surprises Act) Administration Fee: \$94 per eligible claim via Claim Wire Bill in year 1, \$98 in year 2 and \$102 in year 3

Banking & Administration Services : HSA Excluded

Integration with Client Ben Admin System: Tech Allowance of \$5,000 one-time (Year 1 Only) to help alleviate any transition costs that come with changing carriers. The fee for any external vendor interface would be \$500 set up fee and \$500 per month (for an annual total of \$6500 per file).

External Stop Loss Interface Fee: Presented as illustrative PEPM fee for comparison purposes only. The actual fee for any external vendor interface would be \$500 per monthly report (\$6,000 annually), after a \$500 one-time set up fee.

External PBM Interface Fee: Presented as illustrative PEPM fee for comparison purposes only. For currently integrated vendors, the actual fee would be \$500 per monthly report (\$6,000 annually), after a \$500 one-time set up fee.

### **ELAN / Health Smart**

This option is Level Funded

Telehealth Medicine Solution: Teladoc is included.

Dental & Vision Admin Fee: Included Vol Benefit

Plan 1 - HRA Plan EE: \$707.20; ES: \$1,591.20; EC: \$1,485.15; FF: \$2,475.20

Plan 2 - EE: \$858.80; ES: \$1,932.20; EC: \$1,803.50; FF: \$3,005.80

Estimated Annual Premium based on current elections = \$6,255,986



## STOP LOSS PREMIUMS & CLAIM COST

City of Clermont

STOP LOSS PREMIUMS & CLAIM COST COMPARISON



| Stop-Loss Terms                                      |               |     | Current                  | Renewal                  | Alternate Bundled        | Alternate Bundled        | Unbundled Option 1                                                              | Unbundled Option 2                     | Unbundled Option 3                                                                      | Unbundled Option 4                                               | Unbundled Option 5       |
|------------------------------------------------------|---------------|-----|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------------------------------------------------------------|----------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------|
| Stop-Loss Market                                     |               |     | Cigna                    | Cigna                    | Aetna                    | Aetna                    | Voya                                                                            | Partner Re                             | ISU                                                                                     | Optum                                                            | Sun Life                 |
| Stop-Loss Carrier Financial Rating                   |               |     |                          |                          |                          |                          | A                                                                               | A+                                     | A                                                                                       | A                                                                | A+                       |
| ASO/TPA                                              |               |     | Cigna                    | Cigna                    | Aetna                    | Aetna                    | UMR                                                                             | UMR                                    | UMR                                                                                     | UMR                                                              | UMR                      |
| Provider Network                                     |               |     | Open Access Plus         | Open Access Plus         | Choice POS II            | Choice POS II + ACO      | UHC Choice Plus                                                                 | UHC Choice Plus                        | UHC Choice Plus                                                                         | UHC Choice Plus                                                  | UHC Choice Plus          |
| Individual Stop-Loss (ISL) Terms                     |               |     |                          |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
| Deductible                                           |               |     | \$200,000                | \$200,000                | \$200,000                | \$200,000                | \$200,000                                                                       | \$200,000                              | \$200,000                                                                               | \$200,000                                                        | \$200,000                |
| Deductible Accumulation                              |               |     | Per Individual           | Per Individual           | Per Individual           | Per Individual           | Per Individual                                                                  | Per Individual                         | Per Individual                                                                          | Per Individual                                                   | Per Individual           |
| Separate Laser Liabilities                           |               |     | N/A                      | N/A                      | TBD                      | TBD                      | TBD                                                                             | TBD                                    | TBD                                                                                     | TBD                                                              | None                     |
| Separate Aggregating Specific Deductible             |               |     | \$0                      | \$0                      | \$0                      | \$0                      | \$0                                                                             | \$0                                    | \$0                                                                                     | \$0                                                              |                          |
| Maximum Coverage Limit                               |               |     | Unlimited                | Unlimited                | Unlimited                | Unlimited                | Unlimited                                                                       | Unlimited                              | Unlimited                                                                               | Unlimited                                                        | Unlimited                |
| Contract Basis                                       |               |     | Incurred                 | Incurred                 | 12/18                    | 12/18                    | 12/24                                                                           | 12/24                                  | 12/24                                                                                   | 12/24                                                            | 12/24                    |
| Coverages Included                                   |               |     | Medical & Prescription   | Medical & Prescription   | Medical & Prescription   | Medical & Prescription   | Medical & Prescription                                                          | Medical & Prescription                 | Medical & Prescription                                                                  | Medical & Prescription                                           | Medical & Prescription   |
| Terminal Liability Option Provision                  |               |     | N/A                      | N/A                      | N/A                      | N/A                      | N/A                                                                             | N/A                                    | N/A                                                                                     | N/A                                                              | N/A                      |
| No New Laser at Renewal Provision                    |               |     | Included                 | Included                 | Included                 | Included                 | Included                                                                        | Included                               | Included                                                                                | Included                                                         | Included                 |
| Premium Rate Cap at Renewal Provision                |               |     | Included; 45%            | Included; 45%            | Included; 45%            | Included; 45%            | Included; 45%                                                                   | Included; 45%                          | Included; 50%                                                                           | Included; 45%                                                    | 45%                      |
| Plan Mirroring Provision                             |               |     | Yes                      | Yes                      | Yes                      | Yes                      | Yes                                                                             | Yes                                    | Yes                                                                                     | Yes                                                              | Yes                      |
| Advance Reimbursement Provision                      |               |     | Included                 | Included                 | Included                 | Included                 | Included                                                                        | Included                               | Included                                                                                | Included                                                         | Included                 |
| Experience Refund Provision                          |               |     | Not Included             | Not Included             | Not Included             | Not Included             | Not Included                                                                    | Not Included                           | Not Included                                                                            | Not Included                                                     | Not Included             |
| Retirees Covered                                     |               |     | Included (pre & post-65) | Included (pre & post-65) | Included (pre & post 65) | Included (pre & post 65) | Included (pre & post 65)                                                        | Included (pre & post 65)               | Included (pre & post 65)                                                                | Included (pre & post 65)                                         | Included (pre & post 65) |
| Aggregate Stop-Loss (ASL) Terms                      |               |     |                          |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
| Deductible Corridor                                  |               |     | 115%                     | 115%                     | 115%                     | 115%                     | 120%                                                                            | 120%                                   | 120%                                                                                    | 120%                                                             | 120%                     |
| Contract Basis                                       |               |     | PAID w/ TLO Option       | PAID w/ TLO Option       | 12/18                    | 12/18                    | 12/24                                                                           | 12/24                                  | 12/24                                                                                   | 12/24                                                            | 24-Dec                   |
| Annual Maximum Benefit                               |               |     | Unlimited                | Unlimited                | \$1,000,000              | \$1,000,000              | Unlimited                                                                       | Unlimited                              | Unlimited                                                                               | Unlimited                                                        | Unlimited                |
| Coverages Included                                   |               |     | Medical & Prescription   | Medical & Prescription   | Medical & Prescription   | Medical & Prescription   | Medical & Prescription                                                          | Medical & Prescription                 | Medical & Prescription                                                                  | Medical & Prescription                                           | Medical & Prescription   |
| Minimum Annual Attachment Point                      |               |     | \$7,001,535              | \$7,141,294              | \$0                      | \$0                      | \$7,459,690                                                                     | \$8,946,858                            | \$8,369,946                                                                             | \$7,463,617                                                      | \$6,729,497              |
| Run-In / Run-Out Limit                               |               |     | N/A                      | N/A                      | \$0                      | \$0                      | N/A                                                                             | N/A                                    | N/A                                                                                     | N/A                                                              | N/A                      |
| Terminal Liability Option Provision                  |               |     | Included                 | Included                 | N/A                      | N/A                      | N/A                                                                             | N/A                                    | N/A                                                                                     | N/A                                                              | N/A                      |
| Aggregate Accommodation                              |               |     | N/A                      | N/A                      | 0                        | 0                        | N/A                                                                             | N/A                                    | N/A                                                                                     | N/A                                                              | N/A                      |
| Retirees Covered                                     |               |     | Included (pre & post-65) | Included (pre & post-65) | Included (pre & post 65) | 0                        | Included (pre & post 65)                                                        | Included (pre & post 65)               | Included (pre & post 65)                                                                | Included (pre & post 65)                                         | Included (pre & post 65) |
| Status                                               |               |     | Current                  | FIRM thru 9/22/25        | PENDING                  | PENDING                  | NOT FIRM. Requires claim data through August. Likely will include \$500k laser. | NOT FIRM. Did not provide firm & final | NOT FIRM. Requires claim data through August. Will include 2 lasers of unknown amounts. | NOT FIRM. Requires updated census and claim data through August. | FIRM Through 9/26/2025   |
| Commission                                           |               |     | Net                      | Net                      | Net                      | Net                      | Net                                                                             | Net                                    | Net                                                                                     | Net                                                              | Net                      |
| Stop-Loss Premium (Fixed Cost)                       |               |     | Lives                    |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
| Individual Stop-Loss (ISL)                           | Employee Only | 154 |                          |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
|                                                      | Family        | 180 |                          |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
| Individual Stop-Loss (ISL) Composite                 |               |     | 334                      | \$262.42                 | \$267.67                 | \$256.01                 | \$256.01                                                                        | \$224.63                               | \$232.24                                                                                | \$239.08                                                         | \$241.53                 |
| Annual Premium Subtotal                              |               |     |                          | \$1,051,779.36           | \$1,072,821.36           | \$1,026,088.08           | \$1,026,088.08                                                                  | \$900,317.04                           | \$930,817.92                                                                            | \$958,232.64                                                     | \$968,052.24             |
| Gene Therapy Annual Premium                          |               |     |                          | Included in Claims       | Included in Claims       | TBD                      | TBD                                                                             | \$19,038                               | \$19,038                                                                                | \$19,038                                                         | \$19,038                 |
| Aggregate Stop-Loss (ASL) Composite                  |               |     | 334                      | \$9.71                   | \$9.91                   | \$44.55                  | \$44.15                                                                         | \$19.96                                | \$29.23                                                                                 | \$17.29                                                          | \$9.69                   |
| Annual Premium Subtotal                              |               |     |                          | \$38,917.68              | \$39,719.28              | \$178,556.40             | \$176,953.20                                                                    | \$79,999.68                            | \$117,153.84                                                                            | \$69,298.32                                                      | \$38,837.52              |
| Aggregate Accommodation Fee (PEPM)                   |               |     | 334                      | \$0.00                   | N/A                      | N/A                      | N/A                                                                             | N/A                                    | N/A                                                                                     | N/A                                                              | N/A                      |
| Total Annual Premium/Fees                            |               |     |                          | \$1,090,697.04           | \$1,112,540.64           | \$1,204,644.48           | \$1,203,041.28                                                                  | \$999,354.72                           | \$1,067,009.76                                                                          | \$1,046,568.96                                                   | \$1,025,927.76           |
| Change from Current (\$)                             |               |     |                          |                          | \$21,843.60              | \$113,947.44             | \$112,344.24                                                                    | -\$91,342.32                           | -\$23,687.28                                                                            | -\$44,128.08                                                     | -\$64,769.28             |
| Change from Current (%)                              |               |     |                          |                          | 2.00%                    | 10.45%                   | 10.30%                                                                          | -8.37%                                 | -2.17%                                                                                  | -4.05%                                                           | -5.94%                   |
| Stop-Loss Agg Claim Liability (Variable Cost)        |               |     | Lives                    |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
| Aggregate Factors                                    | Employee Only | 154 |                          |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
|                                                      | Family        | 180 |                          |                          |                          |                          |                                                                                 |                                        |                                                                                         |                                                                  |                          |
| Aggregate Factors Composite                          |               |     | 334                      | \$1,746.89               | \$1,781.76               | \$1,687.91               | \$1,672.91                                                                      | \$1,861.20                             | \$2,232.25                                                                              | \$2,088.31                                                       | \$1,862.18               |
| Maximum Claim Liability (Agg Attachment Point)       |               |     |                          | \$7,001,535.12           | \$7,141,294.08           | \$6,765,143.28           | \$6,705,023.28                                                                  | \$7,459,689.60                         | \$8,946,858.00                                                                          | \$8,369,946.48                                                   | \$7,463,617.44           |
| Change from Current (\$)                             |               |     |                          |                          | \$139,758.96             | -\$236,391.84            | -\$296,511.84                                                                   | \$458,154.48                           | \$1,945,322.88                                                                          | \$1,368,411.36                                                   | \$462,082.32             |
| Change from Current (%)                              |               |     |                          |                          | 2.00%                    | -3.38%                   | -4.23%                                                                          | 6.54%                                  | 27.78%                                                                                  | 19.54%                                                           | 6.60%                    |
| Expected Claim Liability                             |               |     |                          | \$6,088,291.41           | \$6,209,820.94           | \$5,882,733.29           | \$5,830,455.03                                                                  | \$6,216,408.00                         | \$7,455,715.00                                                                          | \$6,974,955.40                                                   | \$6,219,681.20           |
| Expected Plan Cost (includes Laser Liability)        |               |     |                          | \$7,178,988.45           | \$7,322,361.58           | \$7,087,377.77           | \$7,033,496.31                                                                  | \$7,215,762.72                         | \$8,522,724.76                                                                          | \$8,021,524.36                                                   | \$7,245,608.96           |
| Maximum Plan Cost (Includes Laser Liability and ASD) |               |     |                          | \$8,092,232.16           | \$8,253,834.72           | \$7,969,787.76           | \$7,908,064.56                                                                  | \$8,459,044.32                         | \$10,013,867.76                                                                         | \$9,416,515.44                                                   | \$8,489,545.20           |
| Change from Current (\$)                             |               |     |                          |                          | \$161,602.56             | -\$122,444.40            | -\$184,167.60                                                                   | \$366,812.16                           | \$1,921,635.60                                                                          | \$1,324,283.28                                                   | \$397,313.04             |
| Change from Current (%)                              |               |     |                          |                          | 2.00%                    | -1.51%                   | -2.28%                                                                          | 4.53%                                  | 23.75%                                                                                  | 16.36%                                                           | 4.91%                    |



City of Clermont

STOP LOSS PREMIUMS & CLAIM COST COMPARISON



| Stop-Loss Terms                                      |                |     | Current                  | Unbundled Option 6                                      | Unbundled Option 7                                                               | Unbundled Option 8                                  | Unbundled Option 9                                  | Unbundled Option 10                                     | Unbundled Option 11                                                             | Unbundled Option 12                      |
|------------------------------------------------------|----------------|-----|--------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------|------------------------------------------|
| Stop-Loss Market                                     |                |     | Cigna                    | Sun Life                                                | IISI                                                                             | Symetra                                             | HCC                                                 | HCC                                                     | Voya                                                                            | Partner Re                               |
| Stop-Loss Carrier Financial Rating                   |                |     |                          | A+                                                      | A+                                                                               | A                                                   | A++                                                 | A++                                                     | A                                                                               | A+                                       |
| ASO/TPA                                              |                |     | Cigna                    | PBA                                                     | UMR                                                                              | UMR                                                 | UMR                                                 | PBA                                                     | UMR / Aetna                                                                     | UMR                                      |
| Provider Network                                     |                |     | Open Access Plus         | Employer's Health Network                               | UHC Choice Plus                                                                  | UHC Choice Plus                                     | UHC Choice Plus                                     | Employer's Health Network                               | UHC Choice Plus                                                                 | UHC Choice Plus                          |
| Individual Stop-Loss (ISL) Terms                     |                |     |                          |                                                         |                                                                                  |                                                     |                                                     |                                                         |                                                                                 |                                          |
| Deductible                                           |                |     | \$200,000                | \$200,000                                               | \$200,000                                                                        | \$200,000                                           | \$200,000                                           | \$200,000                                               | \$225,000                                                                       | \$225,000                                |
| Deductible Accumulation                              |                |     | Per Individual           | Per Individual                                          | Per Individual                                                                   | Per Individual                                      | Per Individual                                      | Per Individual                                          | Per Individual                                                                  | Per Individual                           |
| Separate Laser Liabilities                           |                |     | N/A                      | TBD                                                     | TBD                                                                              | TBD                                                 | TBD                                                 | TBD                                                     | TBD                                                                             | TBD                                      |
| Separate Aggregating Specific Deductible             |                |     | \$0                      | \$0                                                     | \$0                                                                              | \$0                                                 | \$0                                                 | \$0                                                     | \$0                                                                             | \$0                                      |
| Maximum Coverage Limit                               |                |     | Unlimited                | Unlimited                                               | Unlimited                                                                        | Unlimited                                           | Unlimited                                           | Unlimited                                               | Unlimited                                                                       | Unlimited                                |
| Contract Basis                                       |                |     | Incurred                 | 12/24                                                   | 12/24                                                                            | 12/24                                               | 12/24                                               | 12/24                                                   | 12/24                                                                           | 12/24                                    |
| Coverages Included                                   |                |     | Medical & Prescription   | Medical & Prescription                                  | Medical & Prescription                                                           | Medical & Prescription                              | Medical & Prescription                              | Medical & Prescription                                  | Medical & Prescription                                                          | Medical & Prescription                   |
| Terminal Liability Option Provision                  |                |     | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 | N/A                                                     | N/A                                                                             | N/A                                      |
| No New Laser at Renewal Provision                    |                |     | Included                 | Included                                                | Included                                                                         | Included                                            | Included                                            | Included                                                | Included                                                                        | Included                                 |
| Premium Rate Cap at Renewal Provision                |                |     | Included; 45%            | Included; 45%                                           | Included; 50%                                                                    | Included; 50%                                       | Included; 50%                                       | Included; 50%                                           | Included; 45%                                                                   | Included; 45%                            |
| Plan Mirroring Provision                             |                |     | Yes                      | Yes                                                     | Yes                                                                              | Yes                                                 | Yes                                                 | Yes                                                     | Yes                                                                             | Yes                                      |
| Advance Reimbursement Provision                      |                |     | Included                 | Included                                                | Included                                                                         | Included                                            | Included                                            | Included                                                | Included                                                                        | Included                                 |
| Experience Refund Provision                          |                |     | Not Included             | Not Included                                            | Not Included                                                                     | Not Included                                        | Not Included                                        | Not Included                                            | Not Included                                                                    | Not Included                             |
| Retirees Covered                                     |                |     | Included (pre & post-65) | Included (pre & post 65)                                | Included (pre & post 65)                                                         | Included (pre & post 65)                            | Included (pre & post 65)                            | Included (pre & post 65)                                | Included (pre & post 65)                                                        | Included (pre & post 65)                 |
| Aggregate Stop-Loss (ASL) Terms                      |                |     |                          |                                                         |                                                                                  |                                                     |                                                     |                                                         |                                                                                 |                                          |
| Deductible Corridor                                  |                |     | 115%                     | 120%                                                    | 120%                                                                             | 125%                                                | 125%                                                | 125%                                                    | 120%                                                                            | 120%                                     |
| Contract Basis                                       |                |     | PAID w/ TLO Option       | 12/24                                                   | 12/24                                                                            | 12/24                                               | 12/24                                               | 12/24                                                   | 12/24                                                                           | 12/24                                    |
| Annual Maximum Benefit                               |                |     | Unlimited                | Unlimited                                               | Unlimited                                                                        | Unlimited                                           | Unlimited                                           | Unlimited                                               | Unlimited                                                                       | Unlimited                                |
| Coverages Included                                   |                |     | Medical & Prescription   | Medical & Prescription                                  | Medical & Prescription                                                           | Medical & Prescription                              | Medical & Prescription                              | Medical & Prescription                                  | Medical & Prescription                                                          | Medical & Prescription                   |
| Minimum Annual Attachment Point                      |                |     | \$7,001,535              | \$8,139,204                                             | \$7,162,496                                                                      | \$7,644,858                                         | \$7,422,054                                         | \$7,270,592                                             | \$7,539,329                                                                     | \$9,040,084                              |
| Run-In / Run-Out Limit                               |                |     | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 | N/A                                                     | N/A                                                                             | N/A                                      |
| Terminal Liability Option Provision                  |                |     | Included                 | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 | N/A                                                     | N/A                                                                             | N/A                                      |
| Aggregate Accommodation                              |                |     | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 | N/A                                                     | N/A                                                                             | N/A                                      |
| Retirees Covered                                     |                |     | Included (pre & post-65) | Included (pre & post 65)                                | Included (pre & post 65)                                                         | Included (pre & post 65)                            | Included (pre & post 65)                            | Included (pre & post 65)                                | Included (pre & post 65)                                                        | Included (pre & post 65)                 |
| Status                                               |                |     | Current                  | NOT FIRM. Did not firm due to PBA not being a contender | NOT FIRM. Requires claim data through August and will not offer an earlier lock. | NOT FIRM. Did not firm due to not being a contender | NOT FIRM. Did not firm due to not being a contender | NOT FIRM. Did not firm due to PBA not being a contender | NOT FIRM. Requires claim data through August. Likely will include \$500k laser. | NOT FIRM. Did not provide a firm & final |
| Commission                                           |                |     | Net                      | Net                                                     | Net                                                                              | Net                                                 | Net                                                 | Net                                                     | Net                                                                             | Net                                      |
| Stop-Loss Premium (Fixed Cost)                       |                |     | Lives                    |                                                         |                                                                                  |                                                     |                                                     |                                                         |                                                                                 |                                          |
| Individual Stop-Loss (ISL)                           | Employee Only  | 154 |                          | \$140.62                                                |                                                                                  | \$128.26                                            |                                                     |                                                         |                                                                                 |                                          |
|                                                      | Family         | 180 |                          | \$380.17                                                |                                                                                  | \$372.26                                            |                                                     |                                                         |                                                                                 |                                          |
| Individual Stop-Loss (ISL)                           | Composite      | 334 | \$262.42                 |                                                         | \$247.49                                                                         |                                                     | \$279.81                                            | \$288.60                                                | \$195.93                                                                        | \$209.04                                 |
| Annual Premium Subtotal                              |                |     | \$1,051,779.36           | \$1,081,032.96                                          | \$991,939.92                                                                     | \$1,041,106.08                                      | \$1,121,478.48                                      | \$1,156,708.80                                          | \$785,287.44                                                                    | \$837,832.32                             |
| Gene Therapy                                         | Annual Premium |     | Included in Claims       | \$19,038                                                | \$19,038                                                                         | \$19,038                                            | \$19,038                                            | \$19,038                                                | \$19,038                                                                        | \$19,038                                 |
| Aggregate Stop-Loss (ASL)                            | Composite      | 334 | \$9.71                   | \$12.75                                                 | \$8.20                                                                           | \$8.83                                              | \$13.96                                             | \$13.78                                                 | \$21.07                                                                         | \$35.62                                  |
| Annual Premium Subtotal                              |                |     | \$38,917.68              | \$51,102.00                                             | \$32,865.60                                                                      | \$35,390.64                                         | \$55,951.68                                         | \$55,230.24                                             | \$84,448.56                                                                     | \$142,764.96                             |
| Aggregate Accommodation Fee (PEPM)                   |                |     | 334                      | \$0.00                                                  | N/A                                                                              | N/A                                                 | N/A                                                 | N/A                                                     | N/A                                                                             | N/A                                      |
| Total Annual Premium/Fees                            |                |     | \$1,090,697.04           | \$1,151,172.96                                          | \$1,043,843.52                                                                   | \$1,095,534.72                                      | \$1,196,468.16                                      | \$1,230,977.04                                          | \$888,774.00                                                                    | \$999,635.28                             |
| Change from Current (\$)                             |                |     |                          | \$60,475.92                                             | -\$46,853.52                                                                     | \$4,837.68                                          | \$105,771.12                                        | \$140,280.00                                            | -\$201,923.04                                                                   | -\$91,061.76                             |
| Change from Current (%)                              |                |     |                          | 5.54%                                                   | -4.30%                                                                           | 0.44%                                               | 9.70%                                               | 12.86%                                                  | -18.51%                                                                         | -8.35%                                   |
| Stop-Loss Agg Claim Liability (Variable Cost)        |                |     | Lives                    |                                                         |                                                                                  |                                                     |                                                     |                                                         |                                                                                 |                                          |
| Aggregate Factors                                    | Employee Only  | 154 |                          | \$1,145.33                                              |                                                                                  | \$1,062.65                                          |                                                     |                                                         |                                                                                 |                                          |
|                                                      | Family         | 180 |                          | \$3,206.94                                              |                                                                                  | \$2,630.13                                          |                                                     |                                                         |                                                                                 |                                          |
| Aggregate Factors                                    | Composite      | 334 | \$1,746.89               |                                                         | \$1,787.05                                                                       |                                                     | \$1,851.81                                          | \$1,814.02                                              | \$1,881.07                                                                      | \$2,255.51                               |
| Maximum Claim Liability (Agg Attachment Point)       |                |     | \$7,001,535.12           | \$9,043,560.24                                          | \$7,162,496.40                                                                   | \$7,644,858.00                                      | \$7,422,054.48                                      | \$7,270,592.16                                          | \$7,539,328.56                                                                  | \$9,040,084.08                           |
| Change from Current (\$)                             |                |     |                          | \$2,042,025.12                                          | \$160,961.28                                                                     | \$643,322.88                                        | \$420,519.36                                        | \$269,057.04                                            | \$537,793.44                                                                    | \$2,038,548.96                           |
| Change from Current (%)                              |                |     |                          | 29.17%                                                  | 2.30%                                                                            | 9.19%                                               | 6.01%                                               | 3.84%                                                   | 7.68%                                                                           | 29.12%                                   |
| Expected Claim Liability                             |                |     | \$6,088,291.41           | \$7,536,300.20                                          | \$5,968,747.00                                                                   | \$6,115,886.40                                      | \$5,937,643.58                                      | \$5,816,473.73                                          | \$6,282,773.80                                                                  | \$7,533,403.40                           |
| Expected Plan Cost (includes Laser Liability)        |                |     | \$7,178,988.45           | \$8,687,473.16                                          | \$7,012,590.52                                                                   | \$7,211,421.12                                      | \$7,134,111.74                                      | \$7,047,450.77                                          | \$7,171,547.80                                                                  | \$8,533,038.68                           |
| Maximum Plan Cost (Includes Laser Liability and ASD) |                |     | \$8,092,232.16           | \$10,194,733.20                                         | \$8,206,339.92                                                                   | \$8,740,392.72                                      | \$8,618,522.64                                      | \$8,501,569.20                                          | \$8,428,102.56                                                                  | \$10,039,719.36                          |
| Change from Current (\$)                             |                |     |                          | \$2,102,501.04                                          | \$114,107.76                                                                     | \$648,160.56                                        | \$526,290.48                                        | \$409,337.04                                            | \$335,870.40                                                                    | \$1,947,487.20                           |
| Change from Current (%)                              |                |     |                          | 25.98%                                                  | 1.41%                                                                            | 8.01%                                               | 6.50%                                               | 5.06%                                                   | 4.15%                                                                           | 24.07%                                   |

City of Clermont  
STOP LOSS PREMIUMS & CLAIM COST COMPARISON



| Stop-Loss Terms                                      |                |     | Current                  | Unbundled Option 13                                                                     | Unbundled Option 14                                              | Unbundled Option 15      | Unbundled Option 16                                     | Unbundled Option 17                                                              | Unbundled Option 18                                 | Unbundled Option 19                                 |
|------------------------------------------------------|----------------|-----|--------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|
| Stop-Loss Market                                     |                |     | Cigna                    | ISU                                                                                     | Optum                                                            | Sun Life                 | Sun Life                                                | IISI                                                                             | Symetra                                             | HCC                                                 |
| Stop-Loss Carrier Financial Rating                   |                |     |                          | A                                                                                       | A                                                                | A+                       | A+                                                      | A+                                                                               | A                                                   | A++                                                 |
| ASO/TPA                                              |                |     | Cigna                    | UMR                                                                                     | UMR                                                              | UMR                      | PBA                                                     | UMR                                                                              | UMR                                                 | UMR                                                 |
| Provider Network                                     |                |     | Open Access Plus         | UHC Choice Plus                                                                         | UHC Choice Plus                                                  | UHC Choice Plus          | Employer's Health Network                               | UHC Choice Plus                                                                  | UHC Choice Plus                                     | UHC Choice Plus                                     |
| Individual Stop-Loss (ISL) Terms                     |                |     |                          |                                                                                         |                                                                  |                          |                                                         |                                                                                  |                                                     |                                                     |
| Deductible                                           |                |     | \$200,000                | \$225,000                                                                               | \$225,000                                                        | \$225,000                | \$225,000                                               | \$225,000                                                                        | \$225,000                                           | \$225,000                                           |
| Deductible Accumulation                              |                |     | Per Individual           | Per Individual                                                                          | Per Individual                                                   | Per Individual           | Per Individual                                          | Per Individual                                                                   | Per Individual                                      | Per Individual                                      |
| Separate Laser Liabilities                           |                |     | N/A                      | TBD                                                                                     | TBD                                                              | TBD                      | TBD                                                     | TBD                                                                              | TBD                                                 | TBD                                                 |
| Separate Aggregating Specific Deductible             |                |     | \$0                      | \$0                                                                                     | \$0                                                              | \$0                      | \$0                                                     | \$0                                                                              | \$0                                                 | \$0                                                 |
| Maximum Coverage Limit                               |                |     | Unlimited                | Unlimited                                                                               | Unlimited                                                        | Unlimited                | Unlimited                                               | Unlimited                                                                        | Unlimited                                           | Unlimited                                           |
| Contract Basis                                       |                |     | Incurred                 | 12/24                                                                                   | 12/24                                                            | 12/24                    | 12/24                                                   | 12/24                                                                            | 12/24                                               | 12/24                                               |
| Coverages Included                                   |                |     | Medical & Prescription   | Medical & Prescription                                                                  | Medical & Prescription                                           | Medical & Prescription   | Medical & Prescription                                  | Medical & Prescription                                                           | Medical & Prescription                              | Medical & Prescription                              |
| Terminal Liability Option Provision                  |                |     | N/A                      | N/A                                                                                     | N/A                                                              | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 |
| No New Laser at Renewal Provision                    |                |     | Included                 | Included                                                                                | Included                                                         | Included                 | Included                                                | Included                                                                         | Included                                            | Included                                            |
| Premium Rate Cap at Renewal Provision                |                |     | Included; 45%            | Included; 50%                                                                           | Included; 45%                                                    | Included; 45%            | Included; 45%                                           | Included; 50%                                                                    | Included; 50%                                       | Included; 50%                                       |
| Plan Mirroring Provision                             |                |     | Yes                      | Yes                                                                                     | Yes                                                              | Yes                      | Yes                                                     | Yes                                                                              | Yes                                                 | Yes                                                 |
| Advance Reimbursement Provision                      |                |     | Included                 | Included                                                                                | Included                                                         | Included                 | Included                                                | Included                                                                         | Included                                            | Included                                            |
| Experience Refund Provision                          |                |     | Not Included             | Not Included                                                                            | Not Included                                                     | Not Included             | Not Included                                            | Not Included                                                                     | Not Included                                        | Not Included                                        |
| Retirees Covered                                     |                |     | Included (pre & post-65) | Included (pre & post 65)                                                                | Included (pre & post 65)                                         | Included (pre & post 65) | Included (pre & post 65)                                | Included (pre & post 65)                                                         | Included (pre & post 65)                            | Included (pre & post 65)                            |
| Aggregate Stop-Loss (ASL) Terms                      |                |     |                          |                                                                                         |                                                                  |                          |                                                         |                                                                                  |                                                     |                                                     |
| Deductible Corridor                                  |                |     | 115%                     | 120%                                                                                    | 120%                                                             | 120%                     | 120%                                                    | 120%                                                                             | 125%                                                | 125%                                                |
| Contract Basis                                       |                |     | PAID w/ TLO Option       | 12/24                                                                                   | 12/24                                                            | 12/24                    | 12/24                                                   | 12/24                                                                            | 12/24                                               | 12/24                                               |
| Annual Maximum Benefit                               |                |     | Unlimited                | Unlimited                                                                               | Unlimited                                                        | Unlimited                | Unlimited                                               | Unlimited                                                                        | Unlimited                                           | Unlimited                                           |
| Coverages Included                                   |                |     | Medical & Prescription   | Medical & Prescription                                                                  | Medical & Prescription                                           | Medical & Prescription   | Medical & Prescription                                  | Medical & Prescription                                                           | Medical & Prescription                              | Medical & Prescription                              |
| Minimum Annual Attachment Point                      |                |     | \$7,001,535              | \$8,405,457                                                                             | \$7,540,651                                                      | \$8,504,615              | \$8,237,253                                             | \$7,245,141                                                                      | \$7,739,116                                         | \$7,655,240                                         |
| Run-In / Run-Out Limit                               |                |     | N/A                      | N/A                                                                                     | N/A                                                              | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 |
| Terminal Liability Option Provision                  |                |     | Included                 | N/A                                                                                     | N/A                                                              | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 |
| Aggregate Accommodation                              |                |     | N/A                      | N/A                                                                                     | N/A                                                              | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 |
| Retirees Covered                                     |                |     | Included (pre & post-65) | Included (pre & post 65)                                                                | Included (pre & post 65)                                         | Included (pre & post 65) | Included (pre & post 65)                                | Included (pre & post 65)                                                         | Included (pre & post 65)                            | Included (pre & post 65)                            |
| Status                                               |                |     | Current                  | NOT FIRM. Requires claim data through August. Will include 2 lasers of unknown amounts. | NOT FIRM. Requires updated census and claim data through August. | FIRM Through 9/26/2025   | NOT FIRM. Did not firm due to PBA not being a contender | NOT FIRM. Requires claim data through August and will not offer an earlier lock. | NOT FIRM. Did not firm due to not being a contender | NOT FIRM. Did not firm due to not being a contender |
| Commission                                           |                |     | Net                      | Net                                                                                     | Net                                                              | Net                      | Net                                                     | Net                                                                              | Net                                                 | Net                                                 |
| Stop-Loss Premium (Fixed Cost)                       |                |     | Lives                    |                                                                                         |                                                                  |                          |                                                         |                                                                                  |                                                     |                                                     |
| Individual Stop-Loss (ISL)                           | Employee Only  | 154 |                          |                                                                                         |                                                                  | \$113.15                 | \$125.01                                                |                                                                                  | \$115.40                                            |                                                     |
|                                                      | Family         | 180 |                          |                                                                                         |                                                                  | \$318.76                 | \$352.17                                                |                                                                                  | \$339.60                                            |                                                     |
| Individual Stop-Loss (ISL)                           | Composite      | 334 | \$262.42                 | \$215.90                                                                                | \$234.11                                                         |                          |                                                         | \$219.94                                                                         |                                                     | \$245.94                                            |
| Annual Premium Subtotal                              |                |     | \$1,051,779.36           | \$865,327.20                                                                            | \$938,312.88                                                     | \$897,622.80             | \$991,705.68                                            | \$881,519.52                                                                     | \$946,795.20                                        | \$985,727.52                                        |
| Gene Therapy                                         | Annual Premium |     | Included in Claims       | \$19,038                                                                                | \$19,038                                                         | \$19,038                 | \$19,038                                                | \$19,038                                                                         | \$19,038                                            | \$19,038                                            |
| Aggregate Stop-Loss (ASL)                            | Composite      | 334 | \$9.71                   | \$18.14                                                                                 | \$12.35                                                          | \$12.95                  | \$12.95                                                 | \$8.82                                                                           | \$9.15                                              | \$14.50                                             |
| Annual Premium Subtotal                              |                |     | \$38,917.68              | \$72,705.12                                                                             | \$49,498.80                                                      | \$51,903.60              | \$51,903.60                                             | \$35,350.56                                                                      | \$36,673.20                                         | \$58,116.00                                         |
| Aggregate Accommodation Fee (PEPM)                   |                |     | 334                      | \$0.00                                                                                  | N/A                                                              | N/A                      | N/A                                                     | N/A                                                                              | N/A                                                 | N/A                                                 |
| Total Annual Premium/Fees                            |                |     | \$1,090,697.04           | \$957,070.32                                                                            | \$1,006,849.68                                                   | \$968,564.40             | \$1,062,647.28                                          | \$935,908.08                                                                     | \$1,002,506.40                                      | \$1,062,881.52                                      |
| Change from Current (\$)                             |                |     |                          | -\$133,626.72                                                                           | -\$83,847.36                                                     | -\$122,132.64            | -\$28,049.76                                            | -\$154,788.96                                                                    | -\$88,190.64                                        | -\$27,815.52                                        |
| Change from Current (%)                              |                |     |                          | -12.25%                                                                                 | -7.69%                                                           | -11.20%                  | -2.57%                                                  | -14.19%                                                                          | -8.09%                                              | -2.55%                                              |
| Stop-Loss Agg Claim Liability (Variable Cost)        |                |     | Lives                    |                                                                                         |                                                                  |                          |                                                         |                                                                                  |                                                     |                                                     |
| Aggregate Factors                                    | Employee Only  | 154 |                          |                                                                                         |                                                                  | \$1,077.08               | \$1,159.13                                              |                                                                                  | \$1,075.75                                          |                                                     |
|                                                      | Family         | 180 |                          |                                                                                         |                                                                  | \$3,015.82               | \$3,245.57                                              |                                                                                  | \$2,662.56                                          |                                                     |
| Aggregate Factors                                    | Composite      | 334 | \$1,746.89               | \$2,097.17                                                                              | \$1,881.40                                                       |                          |                                                         | \$1,807.67                                                                       |                                                     | \$1,909.99                                          |
| Maximum Claim Liability (Agg Attachment Point)       |                |     | \$7,001,535.12           | \$8,405,457.36                                                                          | \$7,540,651.20                                                   | \$8,504,615.04           | \$9,152,503.44                                          | \$7,245,141.36                                                                   | \$7,739,115.60                                      | \$7,655,239.92                                      |
| Change from Current (\$)                             |                |     |                          | \$1,403,922.24                                                                          | \$539,116.08                                                     | \$1,503,079.92           | \$2,150,968.32                                          | \$243,606.24                                                                     | \$737,580.48                                        | \$653,704.80                                        |
| Change from Current (%)                              |                |     |                          | 20.05%                                                                                  | 7.70%                                                            | 21.47%                   | 30.72%                                                  | 3.48%                                                                            | 10.53%                                              | 9.34%                                               |
| Expected Claim Liability                             |                |     | \$6,088,291.41           | \$7,004,547.80                                                                          | \$6,283,876.00                                                   | \$7,087,179.20           | \$7,627,086.20                                          | \$6,037,617.80                                                                   | \$6,191,292.48                                      | \$6,124,191.94                                      |
| Expected Plan Cost (includes Laser Liability)        |                |     | \$7,178,988.45           | \$7,961,618.12                                                                          | \$7,290,725.68                                                   | \$8,055,743.60           | \$8,689,733.48                                          | \$6,973,525.88                                                                   | \$7,193,798.88                                      | \$7,187,073.46                                      |
| Maximum Plan Cost (Includes Laser Liability and ASD) |                |     | \$8,092,232.16           | \$9,362,527.68                                                                          | \$8,547,500.88                                                   | \$9,473,179.44           | \$10,215,150.72                                         | \$8,181,049.44                                                                   | \$8,741,622.00                                      | \$8,718,121.44                                      |
| Change from Current (\$)                             |                |     |                          | \$1,270,295.52                                                                          | \$455,268.72                                                     | \$1,380,947.28           | \$2,122,918.56                                          | \$88,817.28                                                                      | \$649,389.84                                        | \$625,889.28                                        |
| Change from Current (%)                              |                |     |                          | 15.70%                                                                                  | 5.63%                                                            | 17.07%                   | 26.23%                                                  | 1.10%                                                                            | 8.02%                                               | 7.73%                                               |

City of Clermont  
STOP LOSS PREMIUMS & CLAIM COST COMPARISON



| Stop-Loss Terms                                      |                |     | Current                                                         | Unbundled Option 20       |
|------------------------------------------------------|----------------|-----|-----------------------------------------------------------------|---------------------------|
| Stop-Loss Market                                     |                |     | Cigna                                                           | HCC                       |
| Stop-Loss Carrier Financial Rating                   |                |     |                                                                 | A++                       |
| ASO/TPA                                              |                |     | Cigna                                                           | PBA                       |
| Provider Network                                     |                |     | Open Access Plus                                                | Employer's Health Network |
| Individual Stop-Loss (ISL) Terms                     |                |     |                                                                 |                           |
| Deductible                                           |                |     | \$200,000                                                       | \$225,000                 |
| Deductible Accumulation                              |                |     | Per Individual                                                  | Per Individual            |
| Separate Laser Liabilities                           |                |     | N/A                                                             | TBD                       |
| Separate Aggregating Specific Deductible             |                |     | \$0                                                             | \$0                       |
| Maximum Coverage Limit                               |                |     | Unlimited                                                       | Unlimited                 |
| Contract Basis                                       |                |     | Incurred                                                        | 12/24                     |
| Coverages Included                                   |                |     | Medical & Prescription                                          | Medical & Prescription    |
| Terminal Liability Option Provision                  |                |     | N/A                                                             | N/A                       |
| No New Laser at Renewal Provision                    |                |     | Included                                                        | Included                  |
| Premium Rate Cap at Renewal Provision                |                |     | Included; 45%                                                   | Included; 50%             |
| Plan Mirroring Provision                             |                |     | Yes                                                             | Yes                       |
| Advance Reimbursement Provision                      |                |     | Included                                                        | Included                  |
| Experience Refund Provision                          |                |     | Not Included                                                    | Not Included              |
| Retirees Covered                                     |                |     | Included (pre & post-65)                                        | Included (pre & post 65)  |
| Aggregate Stop-Loss (ASL) Terms                      |                |     |                                                                 |                           |
| Deductible Corridor                                  |                |     | 115%                                                            | 125%                      |
| Contract Basis                                       |                |     | PAID w/ TLO Option                                              | 12/24                     |
| Annual Maximum Benefit                               |                |     | Unlimited                                                       | Unlimited                 |
| Coverages Included                                   |                |     | Medical & Prescription                                          | Medical & Prescription    |
| Minimum Annual Attachment Point                      |                |     | \$7,001,535                                                     | \$7,499,008               |
| Run-In / Run-Out Limit                               |                |     | N/A                                                             | N/A                       |
| Terminal Liability Option Provision                  |                |     | Included                                                        | N/A                       |
| Aggregate Accommodation                              |                |     | N/A                                                             | N/A                       |
| Retirees Covered                                     |                |     | Included (pre & post-65)                                        | Included (pre & post 65)  |
| Status                                               |                |     | Current NOT FIRM. Did not firm due to PBA not being a contender |                           |
| Commission                                           |                |     | Net                                                             | Net                       |
| Stop-Loss Premium (Fixed Cost)                       |                |     | Lives                                                           |                           |
| Individual Stop-Loss (ISL)                           | Employee Only  | 154 |                                                                 |                           |
|                                                      | Family         | 180 |                                                                 |                           |
| Individual Stop-Loss (ISL)                           | Composite      | 334 | \$262.42                                                        | \$253.31                  |
| Annual Premium Subtotal                              |                |     | \$1,051,779.36                                                  | \$1,015,266.48            |
| Gene Therapy                                         | Annual Premium |     | Included in Claims                                              | \$19,038                  |
| Aggregate Stop-Loss (ASL)                            | Composite      | 334 | \$9.71                                                          | \$14.31                   |
| Annual Premium Subtotal                              |                |     | \$38,917.68                                                     | \$57,354.48               |
| Aggregate Accommodation Fee (PEPM)                   |                |     | 334                                                             | \$0.00                    |
|                                                      |                |     |                                                                 | N/A                       |
| Total Annual Premium/Fees                            |                |     | \$1,090,697.04                                                  | \$1,091,658.96            |
| Change from Current (\$)                             |                |     |                                                                 | \$961.92                  |
| Change from Current (%)                              |                |     |                                                                 | 0.09%                     |
| Stop-Loss Agg Claim Liability (Variable Cost)        |                |     | Lives                                                           |                           |
| Aggregate Factors                                    | Employee Only  | 154 |                                                                 |                           |
|                                                      | Family         | 180 |                                                                 |                           |
| Aggregate Factors                                    | Composite      | 334 | \$1,746.89                                                      | \$1,871.01                |
| Maximum Claim Liability (Agg Attachment Point)       |                |     | \$7,001,535.12                                                  | \$7,499,008.08            |
| Change from Current (\$)                             |                |     |                                                                 | \$497,472.96              |
| Change from Current (%)                              |                |     |                                                                 | 7.11%                     |
| Expected Claim Liability                             |                |     | \$6,088,291.41                                                  | \$5,999,206.46            |
| Expected Plan Cost (includes Laser Liability)        |                |     | \$7,178,988.45                                                  | \$7,090,865.42            |
| Maximum Plan Cost (Includes Laser Liability and ASD) |                |     | \$8,092,232.16                                                  | \$8,590,667.04            |
| Change from Current (\$)                             |                |     |                                                                 | \$498,434.88              |
| Change from Current (%)                              |                |     |                                                                 | 6.16%                     |



## TOTAL PLAN COST

City of Clermont  
TOTAL COST COMPARISON



|                                                                                    | Current            | Renewal            | Alternate Unbundled                                     |                                                         | Alternate Unbundled    |                                                                                  |                                                                                 |
|------------------------------------------------------------------------------------|--------------------|--------------------|---------------------------------------------------------|---------------------------------------------------------|------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
|                                                                                    | Cigna              | Cigna              | Preferred Benefits                                      | Preferred Benefits                                      | UMR                    | UMR                                                                              | UMR                                                                             |
| NETWORK                                                                            | Open Access Plus   | Open Access Plus   | Employer's Health Network                               | Employer's Health Network                               | UHC Choice Plus        | UHC Choice Plus                                                                  | UHC Choice Plus                                                                 |
| STOP LOSS CARRIER                                                                  | Cigna              | Cigna              | HCC                                                     | Sun Life                                                | Sun Life               | IISI                                                                             | Voya                                                                            |
| ISL Deductible                                                                     | \$200,000          | \$200,000          | \$200,000                                               | \$200,000                                               | \$200,000              | \$200,000                                                                        | \$200,000                                                                       |
| FIXED COSTS                                                                        |                    |                    |                                                         |                                                         |                        |                                                                                  |                                                                                 |
| Administration Fees                                                                | \$206,100          | \$206,100          | \$253,788                                               | \$253,788                                               | \$231,825              | \$231,825                                                                        | \$231,825                                                                       |
| Individual Stop Loss Premiums                                                      | \$1,051,779        | \$1,072,821        | \$1,156,709                                             | \$1,081,033                                             | \$974,753              | \$991,940                                                                        | \$900,317                                                                       |
| Aggregate Stop Loss Premiums                                                       | \$38,918           | \$39,719           | \$55,230                                                | \$51,102                                                | \$51,102               | \$32,866                                                                         | \$80,000                                                                        |
| Gene Therapy                                                                       | Included in Claims | Included in Claims | \$19,038                                                | \$19,038                                                | \$19,038               | \$19,038                                                                         | \$19,038                                                                        |
| TOTAL FIXED COST                                                                   | \$1,296,797        | \$1,318,640        | \$1,484,765                                             | \$1,404,961                                             | \$1,276,718            | \$1,275,669                                                                      | \$1,231,180                                                                     |
| CLAIM COSTS                                                                        |                    |                    |                                                         |                                                         |                        |                                                                                  |                                                                                 |
| EXPECTED Claim Cost                                                                | \$6,088,291        | \$6,209,821        | \$5,816,474                                             | \$7,536,300                                             | \$6,231,016            | \$5,968,747                                                                      | \$6,216,408                                                                     |
| Additional Laser Liability                                                         | \$0                | \$0                | \$0                                                     | \$0                                                     | \$0                    | \$0                                                                              | \$0                                                                             |
| TOTAL EXPECTED Claim Cost<br>(Expected Claim Cost + Add'l Laser Liability)         | \$6,088,291        | \$6,209,821        | \$5,816,474                                             | \$7,536,300                                             | \$6,231,016            | \$5,968,747                                                                      | \$6,216,408                                                                     |
| MAXIMUM Claim Cost                                                                 | \$7,001,535        | \$7,141,294        | \$7,270,592                                             | \$9,043,560                                             | \$7,477,219            | \$7,162,496                                                                      | \$7,459,690                                                                     |
| Aggregating Specific Cost                                                          | \$0                | \$0                | \$0                                                     | \$0                                                     | \$0                    | \$0                                                                              | \$0                                                                             |
| TOTAL MAXIMUM Claim Cost<br>(Max Claim Cost+ Add'l Laser Liability +Agg Spec Cost) | \$7,001,535        | \$7,141,294        | \$7,270,592                                             | \$9,043,560                                             | \$7,477,219            | \$7,162,496                                                                      | \$7,459,690                                                                     |
| TOTAL EXPECTED PLAN COST                                                           | \$7,385,088        | \$7,528,461        | \$7,301,239                                             | \$8,941,261                                             | \$7,507,734            | \$7,244,416                                                                      | \$7,447,588                                                                     |
|                                                                                    |                    | 1.94%              | -1.14%                                                  | 21.07%                                                  | 1.66%                  | -1.90%                                                                           | 0.85%                                                                           |
| TOTAL MAXIMUM PLAN COST                                                            | \$8,298,332        | \$8,459,934        | \$8,755,357                                             | \$10,448,521                                            | \$8,753,937            | \$8,438,165                                                                      | \$8,690,870                                                                     |
|                                                                                    |                    | 1.95%              | 5.51%                                                   | 25.91%                                                  | 5.49%                  | 1.69%                                                                            | 4.73%                                                                           |
| Stop Loss Proposal Status                                                          | Current            | FIRM thru 9/22/25  | NOT FIRM. Did not firm due to PBA not being a contender | NOT FIRM. Did not firm due to PBA not being a contender | FIRM Through 9/26/2025 | NOT FIRM. Requires claim data through August and will not offer an earlier lock. | NOT FIRM. Requires claim data through August. Likely will include \$500k laser. |

- NOTE: 1) The stop loss alternatives for Preferred Benefits are specific to their offering.
- 2) The stop loss alternatives for Aetna Bundled are specific to their offering.
- 3) The stop loss alternatives for UMR and Aetna Unbundled were chosen based on overall competitiveness, using Maximum Liability and Fixed Cost.
- 4) All references to Claims and Plan Costs do not include Dental claims.

Notes: All costs shown are for comparison purposes only. In the event of a discrepancy, the Final TPA & Stop Loss proposals and contracts will govern. For simplicity in providing this analysis, all Stop Loss proposals assume that the network discounts and ph than the current. Approximate network differentials and Pharmacy savings, if known , are provided at the bottom. Final stop loss proposals may or may not reflect those savings. Funding rates will be determined separate from these costs.



City of Clermont  
TOTAL COST COMPARISON



|                                                                                    | Current            | Renewal            |                                                                  | Alternate Bundled |                     | Alternate Unbundled                                                              |                                                                                 |
|------------------------------------------------------------------------------------|--------------------|--------------------|------------------------------------------------------------------|-------------------|---------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
|                                                                                    | Cigna              | Cigna              | UMR                                                              | Aetna             | Aetna               | Aetna                                                                            | Aetna                                                                           |
| NETWORK                                                                            | Open Access Plus   | Open Access Plus   | UHC Choice Plus                                                  | Choice POS II     | Choice POS II + ACO | UHC Choice Plus                                                                  | UHC Choice Plus                                                                 |
| STOP LOSS CARRIER                                                                  | Cigna              | Cigna              | Optum                                                            | Aetna             | Aetna               | IISI                                                                             | Voya                                                                            |
| ISL Deductible                                                                     | \$200,000          | \$200,000          | \$200,000                                                        | \$200,000         | \$200,000           | \$200,000                                                                        | \$200,000                                                                       |
| FIXED COSTS                                                                        |                    |                    |                                                                  |                   |                     |                                                                                  |                                                                                 |
| Administration Fees                                                                | \$206,100          | \$206,100          | \$231,825                                                        | \$213,342         | \$213,342           | \$219,354                                                                        | \$219,354                                                                       |
| Individual Stop Loss Premiums                                                      | \$1,051,779        | \$1,072,821        | \$968,052                                                        | \$1,026,088       | \$1,026,088         | \$991,940                                                                        | \$900,317                                                                       |
| Aggregate Stop Loss Premiums                                                       | \$38,918           | \$39,719           | \$38,838                                                         | \$178,556         | \$176,953           | \$32,866                                                                         | \$80,000                                                                        |
| Gene Therapy                                                                       | Included in Claims | Included in Claims | \$19,038                                                         | TBD               | TBD                 | \$19,038                                                                         | \$19,038                                                                        |
| TOTAL FIXED COST                                                                   | \$1,296,797        | \$1,318,640        | \$1,257,753                                                      | \$1,417,987       | \$1,416,384         | \$1,263,198                                                                      | \$1,218,709                                                                     |
| CLAIM COSTS                                                                        |                    |                    |                                                                  |                   |                     |                                                                                  |                                                                                 |
| EXPECTED Claim Cost                                                                | \$6,088,291        | \$6,209,821        | \$6,219,681                                                      | \$5,882,733       | \$5,830,455         | \$5,968,747                                                                      | \$6,216,408                                                                     |
| Additional Laser Liability                                                         | \$0                | \$0                | \$0                                                              | \$0               | \$0                 | \$0                                                                              | \$0                                                                             |
| TOTAL EXPECTED Claim Cost<br>(Expected Claim Cost + Add'l Laser Liability)         | \$6,088,291        | \$6,209,821        | \$6,219,681                                                      | \$5,882,733       | \$5,830,455         | \$5,968,747                                                                      | \$6,216,408                                                                     |
| MAXIMUM Claim Cost                                                                 | \$7,001,535        | \$7,141,294        | \$7,463,617                                                      | \$6,765,143       | \$6,705,023         | \$7,162,496                                                                      | \$7,459,690                                                                     |
| Aggregating Specific Cost                                                          | \$0                | \$0                | \$0                                                              | \$0               | \$0                 | \$0                                                                              | \$0                                                                             |
| TOTAL MAXIMUM Claim Cost<br>(Max Claim Cost+ Add'l Laser Liability +Agg Spec Cost) | \$7,001,535        | \$7,141,294        | \$7,463,617                                                      | \$6,765,143       | \$6,705,023         | \$7,162,496                                                                      | \$7,459,690                                                                     |
| TOTAL EXPECTED PLAN COST                                                           | \$7,385,088        | \$7,528,461        | \$7,477,434                                                      | \$7,300,720       | \$7,246,839         | \$7,231,945                                                                      | \$7,435,117                                                                     |
|                                                                                    |                    | 1.94%              | 1.25%                                                            | -1.14%            | -1.87%              | -2.07%                                                                           | 0.68%                                                                           |
| TOTAL MAXIMUM PLAN COST                                                            | \$8,298,332        | \$8,459,934        | \$8,721,371                                                      | \$8,183,130       | \$8,121,407         | \$8,425,694                                                                      | \$8,678,399                                                                     |
|                                                                                    |                    | 1.95%              | 5.10%                                                            | -1.39%            | -2.13%              | 1.53%                                                                            | 4.58%                                                                           |
| Stop Loss Proposal Status                                                          | Current            | FIRM thru 9/22/25  | NOT FIRM. Requires updated census and claim data through August. | PENDING           | PENDING             | NOT FIRM. Requires claim data through August and will not offer an earlier lock. | NOT FIRM. Requires claim data through August. Likely will include \$500k laser. |

NOTE: 1) The stop loss alternatives for Preferred Benefits are specific to their offering.  
2) The stop loss alternatives for Aetna Bundled are specific to their offering.  
3) The stop loss alternatives for UMR and Aetna Unbundled were chosen based on overall competitiveness, usir  
4) All references to Claims and Plan Costs do not include Dental claims.

Notes: All costs shown are for comparison purposes only. In the event of a discrepancy, the Final TPA & Stop Loss proposals and contracts will govern. For simplicity in providing this analysis, all Stop Loss proposals assume that the network discounts and ph than the current. Approximate network differentials and Pharmacy savings, if known , are provided at the bottom. Final stop loss proposals may or may not reflect those savings. Funding rates will be determined separate from these costs.

City of Clermont  
TOTAL COST COMPARISON

|                                                                                    | Current            | Renewal            |                                                                  |
|------------------------------------------------------------------------------------|--------------------|--------------------|------------------------------------------------------------------|
|                                                                                    | Cigna              | Cigna              | Aetna                                                            |
| NETWORK                                                                            | Open Access Plus   | Open Access Plus   | UHC Choice Plus                                                  |
| STOP LOSS CARRIER                                                                  | Cigna              | Cigna              | Optum                                                            |
| ISL Deductible                                                                     | \$200,000          | \$200,000          | \$200,000                                                        |
|                                                                                    |                    |                    |                                                                  |
| FIXED COSTS                                                                        |                    |                    |                                                                  |
| Administration Fees                                                                | \$206,100          | \$206,100          | \$219,354                                                        |
| Individual Stop Loss Premiums                                                      | \$1,051,779        | \$1,072,821        | \$968,052                                                        |
| Aggregate Stop Loss Premiums                                                       | \$38,918           | \$39,719           | \$38,838                                                         |
| Gene Therapy                                                                       | Included in Claims | Included in Claims | \$19,038                                                         |
| TOTAL FIXED COST                                                                   | \$1,296,797        | \$1,318,640        | \$1,245,282                                                      |
|                                                                                    |                    |                    |                                                                  |
| CLAIM COSTS                                                                        |                    |                    |                                                                  |
| EXPECTED Claim Cost                                                                | \$6,088,291        | \$6,209,821        | \$6,219,681                                                      |
| Additional Laser Liability                                                         | \$0                | \$0                | \$0                                                              |
| TOTAL EXPECTED Claim Cost<br>(Expected Claim Cost + Add'l Laser Liability)         | \$6,088,291        | \$6,209,821        | \$6,219,681                                                      |
| MAXIMUM Claim Cost                                                                 | \$7,001,535        | \$7,141,294        | \$7,463,617                                                      |
| Aggregating Specific Cost                                                          | \$0                | \$0                | \$0                                                              |
| TOTAL MAXIMUM Claim Cost<br>(Max Claim Cost+ Add'l Laser Liability +Agg Spec Cost) | \$7,001,535        | \$7,141,294        | \$7,463,617                                                      |
|                                                                                    |                    |                    |                                                                  |
| TOTAL EXPECTED PLAN COST                                                           | \$7,385,088        | \$7,528,461        | \$7,464,963                                                      |
|                                                                                    |                    | 1.94%              | 1.08%                                                            |
| TOTAL MAXIMUM PLAN COST                                                            | \$8,298,332        | \$8,459,934        | \$8,708,899                                                      |
|                                                                                    |                    | 1.95%              | 4.95%                                                            |
|                                                                                    |                    |                    |                                                                  |
| Stop Loss Proposal Status                                                          | Current            | FIRM thru 9/22/25  | NOT FIRM. Requires updated census and claim data through August. |

- NOTE: 1) The stop loss alternatives for Preferred Benefits are specific to their offering.  
2) The stop loss alternatives for Aetna Bundled are specific to their offering.  
3) The stop loss alternatives for UMR and Aetna Unbundled were chosen based on overall competitiveness, usir  
4) All references to Claims and Plan Costs do not include Dental claims.

Notes: All costs shown are for comparison purposes only. In the event of a discrepancy, the Final TPA & Stop Loss proposals and contracts will govern. For simplicity in providing this analysis, all Stop Loss proposals assume that the network discounts and ph than the current. Approximate network differentials and Pharmacy savings, if known , are provided at the bottom. Final stop loss proposals may or may not reflect those savings. Funding rates will be determined separate from these costs.





## PHARMACY VENDOR BENEFIT COMPARISON

# Estimated Savings Opportunity—Narrow Formulary



|                                                                                               |  |                                          |    |  |
|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Narrow Formulary Estimated Savings                                                            |                                                                                   |                                                                                                                            |                                                                                       |                                                                                     |
| Drug Discounts & Rebate Savings<br>(includes admin/carve-out fees impact)                     | \$193,355 15%                                                                     | \$108,324 8%                                                                                                               | \$139,441 11%                                                                         | \$194,262 15%                                                                       |
| Variable Copay Program                                                                        | Retrospective<br>\$44,736 4%                                                      | \$71,999 6%                                                                                                                | \$122,112 10%                                                                         | \$130,189 10%                                                                       |
| Alternative Funding                                                                           | Not available                                                                     | \$265,562 21%                                                                                                              | \$376,162 29%                                                                         | Available                                                                           |
| International Sourcing                                                                        | Not available                                                                     | \$87,275 7%                                                                                                                | Does not offer                                                                        | \$82,978 6%                                                                         |
| Biosimilar Strategy                                                                           | Available through formulary<br>management no client savings<br>provided           | \$72,081 6%                                                                                                                | Biosimilars included on formulary<br>but co-preferred with Humira;<br>may change 10/1 | Processed through<br>formulary<br>management<br>\$51,886 4%                         |
| Diabetic GLP1 Management                                                                      | Not available                                                                     | \$30,200 2%                                                                                                                | Does not offer                                                                        | Does not offer                                                                      |
| Total Savings Opportunity if Combining all Eligible<br>Cost Containment Programs <sup>1</sup> | \$238,091 19%                                                                     | \$499,137 39%                                                                                                              | \$515,603 40%                                                                         | \$409,354 32%                                                                       |
| Programs required to achieve illustrated savings                                              | Remain with Incumbent<br>Continue Variable Copay Program                          | Variable Copay Program<br>Alternative Funding<br>International Sourcing<br>Biosimilar Strategy<br>Diabetic GLP1 Management | Alternative Funding                                                                   | Variable Copay Program<br>International Sourcing<br>Biosimilar Strategy             |

Early Termination Penalty:  
\$13,590 (755\*\$1.50\*12)

<sup>1</sup>Cigna variable copay program savings are retrospective. Included in calculations to create equal comparison with other vendors.

Actual opportunity with Cigna is up to 15% with expected maintenance of 4% savings from variable copay program CY26.

**Note: UMR carve-out fee represented in table and included in analysis for all vendors. If moving to Aetna with Prime carve-out, fee would be \$85,970.**

Savings is net of Hylant fee- \$0.95/claim in 2026; \$0.98/claim in 2027; \$1.01/claim in 2028.



## LONG TERM DISABILITY

**City of Clermont**  
**Employer Paid LTD Benefit Comparison**  
**January 1, 2026**

| Plan Summary                              | New York Life                         |                                       |
|-------------------------------------------|---------------------------------------|---------------------------------------|
|                                           | Current Plan                          | Renewal Plan                          |
| <b>Elimination Period</b>                 | 90 Days                               | 90 Days                               |
| <b>Benefit Amount</b>                     | 50% of Monthly Earnings               | 50% of Monthly Earnings               |
| <b>Maximum Monthly Benefit</b>            | \$6,000                               | \$6,000                               |
| <b>Minimum Monthly Benefit</b>            | Greater of \$400 or 10% of benefit    | Greater of \$400 or 10% of benefit    |
| <b>Maximum Benefit Duration</b>           | Social Security Normal Retirement Age | Social Security Normal Retirement Age |
| <b>Self Reported Limit</b>                | No Limit                              | No Limit                              |
| <b>Own Occupation</b>                     | 2 Years/Any Occupation Thereafter     | 2 Years/Any Occupation Thereafter     |
| <b>Zero Day Residual</b>                  | Included                              | Included                              |
| <b>Pre-Existing Condition Limitations</b> | 6/12                                  | 6/12                                  |
| <b>Employee Contribution</b>              | 0%                                    | 0%                                    |
| <b>Participation Requirement</b>          | 100% of All Eligible Employees        | 100% of All Eligible Employees        |
| <b>Rate Guarantee</b>                     | 1 Year                                | <b>2 Years</b>                        |
| <b>Rate Per \$100 of Monthly Covered:</b> | Benefit                               | Benefit                               |
| <b>Rate</b>                               | <b>\$0.630</b>                        | <b>\$0.630</b>                        |
| <b>Estimated Monthly Volume</b>           | <b>\$1,060,327.61</b>                 | <b>\$1,060,327.61</b>                 |
| <b>Monthly Premium</b>                    | <b>\$6,680.06</b>                     | <b>\$6,680.06</b>                     |
| <b>\$ Change from Current</b>             |                                       | <b>\$0.00</b>                         |
| <b>% Change from Current</b>              |                                       | <b>0.00%</b>                          |

PLEASE NOTE: Employees must be Actively at Work in order to be considered eligible for coverage under any new plan. Action may be required for Employees that will not be covered under the new policy, such as the option to convert, port, or apply for waiver with the existing carrier OR request an exception to cover these individuals under the new carrier.

Disclaimer: The rates and premiums provided are for illustrative purposes only and are estimated based on the data submitted.

## LARGE GROUP RATING ASSUMPTIONS



### ALL PRODUCTS:

- ♦ **The above rates are intended to be for general overview and discussion purposes only. Hylant has made every attempt to represent each carrier's rates and underwriting assumptions as accurately as possible; however; in all cases, the actual carrier proposal will be the final ruling document.**
- ♦ The following list of rating assumptions is intended to show the general requirements used by most carriers; however, additional differences do apply. Please refer to each carrier's proposal for a complete list of the underwriting assumptions utilized in their individual quotes.
- ♦ The above rates were developed with the data supplied to the carriers during the quoting process including the census, most recent claims or utilization data, high dollar claim information, and other miscellaneous underwriting information and questionnaires. In the event any of the information supplied to the carriers changes significantly from the point of quote to the final sale, carriers reserve the right to re-evaluate the adequacy of the rates.
- ♦ Carriers reserve the right to modify the rates if your plan must be amended as a result of a change, modification or clarification of the ACA.
- ♦ All benefits will be governed by the Certificate of Coverage issued by the carrier.
- ♦ Some benefits are not covered or covered differently out of network.
- ♦ An employer should never cancel its existing coverage until final rates have been accepted by the new carrier and initial premium has been paid.
- ♦ Final premiums will be based on your group's final enrollment. Changes in your enrollment from the time of the quote to final enrollment will have an impact on the final premium of your group.

### MEDICAL PRODUCTS:

- ♦ In the event an employer group has an approved grandfathered plan with the existing carrier, the rates and benefits quoted do not include some of the recent changes required by the ACA.
- ♦ Minimum employer contribution requirements can differ by carrier. Carriers reserve the right to re-evaluate the rates if the employer contribution falls below the minimum requirement anytime during the contract year or changes from time of quote to implementation.
- ♦ Minimum participation requirements can differ by carrier. Generally, the minimum participation requirement is 75 % of all eligible employees. Carriers reserve the right to re-evaluate the rates if the minimum participation falls below the minimum requirement anytime during the contract year.

### DENTAL, LIFE, AD&D, DISABILITY AND OTHER ANCILLARY OR VOLUNTARY PRODUCTS:

- ♦ Rating assumptions can vary widely depending upon products quoted and carrier. Please refer to actual carrier proposal for the assumptions which accompany the quoted products and rates.



### **Commission Disclosure**

In consideration for services provided by Hylant, Hylant will receive commissions for placing this coverage with any of the carriers presented. Hylant may also, from time to time, receive a bonus or service fee based upon the carriers individual programs. The carrier's bonus programs change periodically and are not a determining factor in where we place business. It is our goal to place your business with the carrier that best meets your needs and also meets our standards for financial ratings, service after the sale, local personnel, network configuration and stability and plan design. Client agrees that Hylant shall be entitled to retain all commissions, bonuses, contingent Commissions associated with the placement of clients insurance program.

Commissions and bonuses will be disclosed on the IRS 5500 forms in accordance with the IRS regulations and the carriers reporting standards.



# CITY OF CLERMONT

## AGENDA ITEM

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                   |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                |
| Development Agreement<br><i>Integra</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                   |                                |
| <p>Earlier in 2025, a developer entity at Integra suggested that Clermont's requirements for its development were unconstitutional and forcing it to bear an unfair burden of expense for constructing sewer and water infrastructure including lift stations. Developer requested impact fee credits. The City denies any wrongdoing or illegal action. However, the City and Developer negotiated a resolution that would not lead to any impact fee credits and with Developer bearing the sole burden of the infrastructure cost, much of the infrastructure ultimately to be dedicated to the City. This agreement reflects the resolution of negotiations and the conditions and cost-sharing that neighboring properties will have to fulfill in order to use the infrastructure.</p> |                                                   |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                   |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Fund Number and Description</b>                | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                   |                                |
| 1. Memo to City of Clermont - Impact Fee Credits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Memo to City of Clermont - Impact Fee Credits.pdf |                                |
| 2. Development Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Development Agreement .docx                       |                                |





## MEMORANDUM

TO: City of Clermont; City of Clermont Development Services Department; City of Clermont Public Services Department; City of Clermont City Attorney

FROM: Shutts & Bowen LLP; Dan O’Keefe; Alex S. Zehmer; Kyla E. Szubinski

DATE: March 25, 2025

RE: *Impact Fee Credits for Utility Infrastructure Improvements*

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On behalf of Integra Land Company (“**Integra**”), we present this memorandum to the City of Clermont (“**City**”) to present the legal basis for our position that the City is required by Florida law to issue water and sewer impact fee credits to Integra for certain utility infrastructure improvements that the City is requiring Integra to build in order to receive construction permits.

### I. Factual Background

#### A. Advent Lines

Integra is developing an apartment project within the City known as Integra Wellness Way – The Sante (the “**Sante**”). When Integra submitted its permit application to the City for its construction of on-site utilities infrastructure to provide water and sewer service to the Sante, the City responded with comments conditioning Integra’s permits on Integra constructing utility lines across its property to enable future service to a neighboring property to the west (the “**Advent Property**”) owned by Adventist Health System/Sunbelt, Inc. (“**Advent**”). This condition from the City requires Integra to construct multiple segments of water lines and sanitary sewer lines that serve only the Advent Property (the “**Advent Lines**”). The Advent Lines do not in any way provide or allow for utility service for the Sante. The construction of the Advent Lines causes Integra incur significant additional costs, estimated to be over Two Hundred Thirty Thousand Dollars (\$230,000.00). Integra can provide documentation of the segregated additional expense for the Advent Lines. Integra attempted to negotiate a monetary contribution directly from Advent for the cost of the Advent Lines, but Advent has ultimately rebuffed our request.

#### B. Offsite Utilities

In addition to the Advent Lines described above, the City is also requiring Integra to privately fund the construction of various offsite utility facilities that will be dedicated to the City, including water lines, sewer lines and a lift station (the “**Offsite Utilities**”). The Offsite Utilities are designed and permitted to provide enough water and sewer capacity to serve numerous users in the area, including but not limited to Integra, Advent and Olympus Orlando Holdings, LLC

(“**Olympus**”). Integra and Olympus entered into an agreement to fund the construction of the Offsite Utilities, but Integra’s efforts to negotiate a contribution from Advent to fund Advent’s share of the Offsite Utilities were refused by Advent. The total cost of constructing the Offsite Utilities is estimated to be over Two Million Six Hundred Thousand Dollars (\$2,600,000.00). We can offer a general estimate of the usage of the Offsite Utilities; Olympus will utilize roughly 50% of the capacity and each of Integra and Advent will utilize roughly 25% of the capacity. Advent’s refusal to contribute to the cost of facilities that it will benefit from results in Integra incurring a disproportionate amount of the cost of the Offsite Utilities relative to its eventual use of the Offsite Utilities (the “**Integra Offsite Excess Cost**”).

## **II. Florida Law on Impact Fees; Impact Fee Credits**

The City requires, when applicable, a developer to make certain contributions in order to mitigate anticipated negative impacts of new development. *See* the Florida Impact Fee Act, Fla. Stat. §163.31801; *see also* City of Clermont Code §111-2 (requiring payment of impact fees). Sanitary sewer, solid waste, drainage, and potable water are such public facilities and services subject to concurrency on a statewide basis. Fla. Stat. §1631.3180(1). In conjunction with the overall development of the Sante and the Advent Parcel, the City will require Integra and Advent to provide contribution for utility services before any development begins as a form of concurrency or impact fee.

Local governments who adopt an impact fee must comply with the Florida Impact Fee Act. *See* Fla. Stat. §163.31801. The Florida Impact Fee Act provides that “any contribution, whether identified in a proportionate share agreement *or other form of exaction*, related to public facilities or infrastructure, including land dedication, site planning and design, or *construction... must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.*” Fla. Stat. §163.31801(5)(a).

## **III. Exactions and the Unconstitutional Condition Doctrine**

The City is requiring Integra to fund the full cost of constructing the Advent Lines and bear the Integra Offsite Excess Cost, both of which have been considered a monetary exaction under Florida law and could be challenged as an unconstitutional condition. The City’s requirement that Integra disburse funds for the construction of Advent Lines and the Offsite Utilities operates upon Integra receiving approval to develop its property. Monetary exactions, as a condition of a land use approval or permit, must satisfy requirements that the local government’s mitigation demand have an essential nexus and rough proportionality to the impacts of a proposed development. *Koontz v. St. Johns River Water Mgmt. Dist.*, 570 U.S. 595, 133 S. Ct. 2586, 186 L. Ed. 2d 697 (2013); quoting *Nollan v. California Coastal Commission*, 483 U.S. 825, 837, 107 S.Ct. 3141, 97 L.Ed.2d 677 (1987); and *Dolan v. City of Tigard*, 512 U.S. 374, 384, 114 S.Ct. 2309, 129 L.Ed.2d 304 (1994). This doctrine also applies to impact fees imposed by a local government to pay for public facilities. Local governments can impose a condition on the issuance of the permit without effecting a taking requiring just compensation if the condition “serves the same governmental purpose as the developmental ban.” *Id* at 590. There must be an “essential nexus” between a legitimate interest of the government, the impact of a landowner’s actions on the attainment of that

interest, and the fee or condition imposed on the landowner to protect or achieve that legitimate interest. The Florida Impact Fee Act codifies the requirement in Fla. Stat. 163.31801(4)(f), which states that “impact fees must be proportional and reasonably connected to, or ha[ve] a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.”

A. Monetary Exactions - Case Examples

In *Koontz*, the developer was asked to fund off-site improvements as a condition of being granted a land use permit. The City conditioned approval on the developer agreeing to hire contractors and make substantial improvements to district-owned land several miles away. The court held that conditioning approval of land use permit on developer’s funding of offsite mitigation projects on public land was an exactions taking. *Koontz*, 570 U.S. at 595; *see also Murphy Auto Grp., Inc. v. Fla. Dep’t of Transportation*, 310 So. 3d 1066, 1067–68 (Fla. Dist. Ct. App. 2020) (spending money to reconstruct FDOT’s drainage collection system and certain drainage improvements exacted by FDOT constituted a taking rather than a legitimate exercise of FDOT’s regulatory power because the required improvements were not roughly proportional to the project’s drainage impacts); *see* U.S. Const. Amend. 5; *Anderson Creek Partners, L.P. v. County of Harnett*, 2022 -NCSC- 93, 876 S.E.2d 476 (N.C. 2022) (One-time impact fees that county charged developers as monetary exactions for water and sewer services, as precondition for county’s concurrence in developers’ water and sewer permit applications, were required to have essential nexus and rough proportionality with costs that proposed developments imposed on county’s water and sewer infrastructure in order for fees not to constitute takings; each fee was linked to specific parcel of land proposed for development, and allowing county to increase fees or use fee proceeds for non-development-related purposes would enable county to pressure developers to give up property without just compensation).

#### **IV. Analysis**

A. Rough Proportionality - Advent Lines

The City can only require Integra to pay for utility improvements to serve the public or third parties if there is a rough proportionality between such utility improvements to the impacts of Integra’s proposed development. Integra will be required to pay water and sewer impact fees for the Sante at full par value according to the City’s residential impact fee schedule. In addition to Integra’s payment of impact fees, the City is requiring Integra to bear the full cost of constructing the Advent Lines to solely service the Advent Property. The construction of the Advent Lines, in addition to the payment of impact fees, is not roughly proportionate to the impact of the Sante on the City. Integra is fully compensating the City for the impacts of the Sante with impact fees, and the additional cost of constructing the Advent Lines shatters any semblance of a rough proportionality between the Sante and its impacts. Thus, the rough proportionality test is not met by the City’s permitting condition to require Integra to construct the Advent Lines.

B. Rational Nexus - Advent Lines

There is no rational nexus between Integra's development of the Sante and the Advent Lines. A substantial portion of the Advent Lines are fully independent of the water and sewer system being installed to serve the Sante. The remaining lines are connected to the Sante's utility system, but are extraneous and do not contribute to the functioning of the Sante's utility system. Integra constructing the Advent Lines simply has no rational nexus to its development of the Sante. If the City has a legitimate interest to cause the construction of utility lines to accommodate future development on neighboring properties, then the City should use its powers appropriately by either requiring the end user to bear the cost of installing the infrastructure or by appropriately compensating Integra for doing so.

The City's permitting condition to require construction of the Advent Lines does not meet the rough proportionality and rational nexus test, thus this condition could be challenged as an unconstitutional condition. The City's demand that Integra spend money to make improvements to benefit third-party-owned land implicates the concern underlying the **unconstitutional conditions doctrine**: "the risk that the government may use its substantial power and discretion in land-use permitting to pursue governmental ends that lack an essential nexus and rough proportionality to the effects of the proposed new use of the specific property at issue." *Koontz*, 570 U.S. at 614. Such permitting condition to construct the Advent Lines presents an unreasonable condition by the City constituting a taking without just compensation and further, poses a risk that the City may use substantial unlimited discretion in land-use permitting to pursue governmental ends that lack an essential nexus and rough proportionality to the effects of the proposed new use of the specified property at issue.

Additionally, Fla. Stat. §163.31801(5)(a) requires that "any contribution... related to public facilities or infrastructure... must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made." Thus, because the City's permitting condition is likely an unconstitutional condition, Florida Law requires the City to reduce Integra's impact fee liability on a dollar-for-dollar basis at fair market value for the cost of constructing the Advent Lines in the form of an offset or impact fee credit.

A. Rough Proportionality – Offsite Utilities

As stated above, the City can only require Integra to pay for utility improvements to serve the public or third parties if there is a rough proportionality between such utility improvements to the impacts of Integra's proposed development. In addition to Integra's payment of impact fees, the City is requiring Integra to bear an objectively disproportionate portion of the cost of constructing the Offsite Utilities. The full payment of project impact fees in addition to funding the Integra Offsite Excess Cost is not roughly proportionate to the impact of the Sante on the City. Integra is fully compensating the City for the impacts of the Sante with impact fees, and Integra additionally bearing the Integra Offsite Excess Cost dispels any notion of rough proportionality between the Sante and its impacts. Thus, the rough proportionality test is not met by the City's permitting condition to require Integra to fund construction of the Offsite Utilities.

B. Rational Nexus – Offsite Utilities

Although the Offsite Utilities will allow utility service to the Sante, there is no rational nexus between requiring Integra to fund a disproportionate amount of the Offsite Utilities and Integra's development of the Sante. Integra has no issue with funding a portion of the cost of the Offsite Utilities that is commensurate with the Sante's estimated utilization of the overall capacity of the Offsite Utilities. The Offsite Utilities have been sized to ensure there is sufficient capacity to serve numerous third-party users in the area. Integra is being required to fund 50% of the cost for the Offsite Utilities, where its actual usage of the overall capacity will be 25% at the most. Again, the City should use its powers appropriately by either requiring the end users to bear the cost of installing the infrastructure or by appropriately compensating Integra for doing so. The City requiring Integra to disproportionately fund the Offsite Utilities simply has no rational nexus to Integra's development of the Sante.

The City's permitting condition to fund the Integra Offsite Excess Cost does not meet the rough proportionality and rational nexus test, thus this permitting condition could be challenged as an unconstitutional condition under the above-mentioned unconstitutional conditions doctrine. Accordingly, Florida Law requires the City to reduce Integra's impact fee liability on a dollar-for-dollar basis at fair market value for the cost of the Integra Offsite Excess Cost in the form of an offset or impact fee credit.

**V. Relief Requested**

We formally request that the City grant Integra water and sewer impact fee credits in the amount of the cost of constructing the Advent Lines and the Integra Offsite Excess Cost. Integra is willing to accommodate the City by initially funding and constructing the Offsite Utilities and Advent Lines while the Sante is under construction in order to efficiently ensure utility service to future users, however requiring Integra to construct the Advent Lines and fund the Integra Offsite Excess Cost without any form of offset or compensation to Integra is unconstitutional, punitive, and illegal. City representatives, whether it be the Mayor, the City Council, or the Public Services Department, must decide how they wish to facilitate development in the City today and in the future. This obvious unfairness and hardship imposed on Integra, a developer providing much-needed housing development projects within the City, will only serve to dissuade future high-quality development in the City and jeopardize the long-term sustainability of the City's growth. We ask that you make a sensible and fair decision and grant impact fee credits to Integra.

Once impact fee credits are granted to Integra, the City can then appropriately require Advent, as users of the Advent Lines and Offsite Utilities, and other users of the Offsite Utilities to pay impact fees upon commencing development of their respective properties. By doing this the City will be fully compensated for the impact fee credits granted by Integra while also ensuring that the property owners in the area pay their fair share for utility facilities that greatly increase the value of their properties. If the City acts illegally by requiring Integra to construct the Advent Lines and incur the Integra Offsite Excess Cost without the statutorily-required offset or compensation it is entitled to, then Integra may be compelled to initiate legal action against the City. We look forward to discussing the topic of this memorandum with the City and hope to reach a solution that is fair to all parties and ensures high-quality, efficient and sustainable growth within the City.

Prepared by and return to:  
Alex S. Zehmer, Esq.  
Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1600  
Orlando, FL 32801

Parcel ID #s: 212326000400000900  
212326000400001100

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made as of June \_\_, 2025 (the “**Effective Date**”), by and between **PRM CLERMONT/WELLNESS WAY OWNER LLC**, a Delaware limited liability company (“**PRM**”), and **CITY OF CLERMONT, FLORIDA**, a Florida municipal corporation (“**City**”). PRM and City are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

### **RECITALS:**

A. PRM is the owner of land located in Lake County, Florida (the “**County**”), as more particularly described in **Exhibit A** attached hereto and incorporated herein (the “**PRM Parcel**”);

B. Adventist Health System/Sunbelt, Inc., a Florida Not-For-Profit Corporation (“**Advent**”) is the owner of land located in the County with parcel number 212326000400001100, which is located adjacent to the PRM Parcel (the “**Adjacent Parcel**”), as used herein, the current and/or future owner(s) of the Adjacent Parcel shall be referred to herein as the “**Adjacent Parcel Owner**”;

C. The PRM Parcel and the Adjacent Parcel (or any portions or future subdivisions thereof) are sometimes referred to individually as a “**Parcel**” and collectively as the “**Parcels**”.

D. In conjunction with overall development of the Parcels and in accordance with certain permitting requirements of the City and/or the County, certain utility facilities improvements must be constructed and installed on the PRM Parcel and other offsite parcels in order to provide water and sewer service to the Adjacent Parcel as follows (collectively, the “**Utility Facilities**”):

(a) Sewer infrastructure facilities, including a Lift Station (defined below) and sewer lines (the “**Sewer Facilities**”) as generally described and in the locations generally set forth in the Plans (as defined below).

(b) Potable water facilities (the “**Water Facilities**”) as generally described and in the locations generally set forth in the Plans.

(c) Electrical conduit facilities necessary for the operation of the Lift Station (the “**Electrical Facilities**”) as generally described and in the locations generally set forth in the Plans

E. The Parties desire and intend to hereby agree upon certain terms and provisions for the construction, funding and use of the Utility Facilities by the Adjacent Parcel Owner.

**THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Definitions.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. **Definitions.** In addition to those capitalized terms defined elsewhere in this Agreement, as used in this Agreement, the following terms have the following meanings:

(a) **“Applicable Legal Requirements”** means, collectively, all laws, rules, statutes, ordinances, regulations and codes of the City or any other governmental or quasi-governmental body, authority, department or agency, including, but not limited to, the terms of all permits and other governmental or quasi-governmental approvals required to legally carry out and complete the Utility Facilities or any other work contemplated hereunder, as applicable.

(b) **“Completion”** means full construction of the Utility Facilities is achieved, as evidenced by issuance of (i) a certificate of completion or its equivalent issued by the applicable governmental authorities, and (ii) final lien waivers have been obtained from the contractor (as used herein, it being understood that such defined term shall include other grammatical variations thereof, e.g., **“Complete”**).

(c) **“Construction Costs”** means all of the hard and soft costs actually incurred in connection with the design, development and construction of the Utility Facilities, as applicable, through the date of completion and acceptance thereof by the City or other applicable governmental authority including, without limitation, the costs for work, labor and materials required to construct and complete such improvements, general conditions costs, the contractor fee, architectural and engineering fees, consultant fees, legal and professional fees, taxes (other than as is attributable to income derived by a party), permitting fees, bonding costs or premiums, municipal inspection fees and costs and, as to the Utility Facilities.

3. **Utility Facilities Plans.** The construction plans and specifications for the Utility Facilities are identified in **Exhibit B** and incorporated herein (the **“Plans”**). For the avoidance of doubt, the Utility Facilities shall only include water and sewer utility facilities that are necessary to provide service to the Adjacent Parcel. The lift station to be dedicated to the City and identified on the Plans shall be referred to herein as the **“Lift Station”**.

4. **Utility Facilities Cost.**

(a) The cost to Complete the Utility Facilities (the **“Utility Facilities Cost”**) shall be determined by the actual Construction Costs incurred by PRM to construct the Utility Facilities. Upon Completion of the Utility Facilities, PRM may record an addendum to this Agreement memorializing the final actual Utility Facilities Cost.



(b) Adjacent Parcel Share. The portion of the Utility Facilities Cost attributable to the Adjacent Parcel (the “**Adjacent Parcel Share**”) shall be calculated as follows:

(i) For portions of the Utility Facilities that solely serve the Adjacent Parcel – 100% of the cost is attributable to the Adjacent Parcel Share.

(ii) For portions of the Utility Facilities on the PRM Parcel that serve both the Adjacent Parcel and the PRM Parcel – 50% of the cost is attributable to the Adjacent Parcel Share.

(iii) For the Electrical Facilities that serve the Lift Station – 33.33% of the cost is attributable to the Adjacent Parcel Share.

(iv) For the Lift Station – 25% of the cost is attributable to the Adjacent Parcel Share.

(v) For portions of the Utility Facilities outside of the PRM Parcel that serve both the Adjacent Parcel and the PRM Parcel – 25% of the cost is attributable to the Adjacent Parcel Share.

Based on the current estimate of the Utility Facilities Cost, the Adjacent Parcel Share is currently estimated to be Nine Hundred Seventy Six Thousand Eight Hundred Fifty Eight and 53/100 Dollars (\$976,858.53).

5. **Utility Facilities Construction.** PRM shall cause the Utility Facilities to be constructed in accordance and compliance with the Plans and all Applicable Legal Requirements.

6. **Connection to Utility Facilities.**

(a) Except as expressly provided herein, the Adjacent Parcel Owner shall not be permitted to connect to and use the Utility Facilities to provide utility service to the Adjacent Parcel. The City shall not allow such connection to the Utility Facilities to occur unless the Construction and Connection Fee (defined below) is paid and the Utility Easement (defined below) is recorded.

(b) Upon and after Completion of the Utility Facilities, in the event the Adjacent Parcel Owner desires to connect to the Utility Facilities in order to provide water and sewer service to the Adjacent Parcel, Adjacent Parcel Owner shall deliver notice to PRM stating its desire to connect to the Utility Facilities (a “**Connection Notice**”). Within ten (10) business days of PRM’s receipt of such Connection Notice, PRM shall provide to the Adjacent Parcel Owner a statement of the Construction and Connection Fee (as defined in Section 7 below) (a “**Connection Invoice**”). The Adjacent Parcel Owner shall have no right to object to the Construction and Connection Fee in a Connection Invoice. Within thirty (30) days of its receipt of a Connection Invoice, Adjacent Parcel Owner shall pay the Construction and Connection Fee to PRM. Within ten (10) days of its receipt of the full Construction and Connection Fee, PRM shall cause to be recorded in the Public Records of Lake County a permanent utility easement in favor of Adjacent Parcel Owner and benefitting the Adjacent Parcel in the form attached hereto as **Exhibit C**, which shall allow for Adjacent Parcel Owner to connect to and use the Utility Facilities

(the “**Utility Easement**”). If PRM no longer owns the PRM Parcel, the Utility Easement shall be granted by the then-current owner of the PRM Parcel (“**PRM Successor Owner**”).

7. **Payment for Connection to Utility Facilities.** The amount that Adjacent Parcel Owner shall pay PRM for connection to the Utility Facilities (the “**Construction and Connection Fee**”) shall be the Adjacent Parcel Share (as determined by actual costs incurred by PRM to Complete the Utility Facilities) plus an escalator of fifteen percent (15%) per annum (the “**Escalator**”) which Escalator shall commence accruing as of the date this Agreement is recorded in the Public Records of Lake County and continue until the Construction and Connection Fee is fully paid by Adjacent Parcel Owner to PRM as provided in Section 6(b) hereof. By way of example, if the Construction and Connection Fee is paid to PRM fourteen (14) months after the recording of this Agreement, the Construction and Connection Fee shall be the Adjacent Parcel Share plus an escalator of 30%. If the Construction and Connection Fee is paid within one (1) year of recording this Agreement, there shall be no Escalator applied to determine the Construction and Connection Fee. For the avoidance of doubt, the Construction and Connection Fee shall be paid to PRM in all events regardless of whether PRM is the then-owner of the PRM Parcel.

8. **Cooperation and Release.**

(a) The Parties shall reasonably cooperate with each other with respect to the matters in this Agreement. The Parties shall execute such further assurances of the purposes and undertakings of this Agreement as may be reasonably required to effectuate the purpose of this Agreement. Upon reasonable request from time to time by any Party, the other Parties, without any additional compensation therefor, shall perform, execute, acknowledge, join in, consent, and deliver any and all such further acts, assurances, documents, and/or instruments as may be reasonably necessary for the fulfillment of the purposes, undertakings, and intentions of this Agreement, in order to permit or allow: (i) any Party to exercise its rights, benefits, and privileges under this Agreement; and/or (ii) any Party to fulfill its duties and obligations under this Agreement. In no event, however, shall any Party be required to incur any material expense or liability pursuant to this Section. This provision shall survive termination of this Agreement.

(b) PRM hereby irrevocably releases and waives the City from any claims for impact fee credits under the Florida Impact Fee Act, §163.31801, Fla. Stat., inclusive of subsection (5)(a), for any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction, or otherwise. This release is intended to be inclusive of any claims made for impact fee credits identified in the Memorandum regarding Impact Fee Credits for Utility Infrastructure Improvements dated March 25, 2025, which was delivered to the City at or around that date, and is incorporated herein by reference.

9. **Maintenance.** Upon completion of the Utility Facilities, PRM and its successors and assigns shall maintain, repair and replace the Utility Facilities located on the PRM Parcel in conformity with all permit requirements and applicable rules and regulations and keep the Utility Facilities in good working condition (the “**Maintenance Obligations**”). The Utility Easement shall provide for Adjacent Parcel Owner’s contribution to PRM for its share of the cost of such Maintenance Obligations. The obligation of PRM to perform the Maintenance Obligations and Adjacent Parcel Owner’s obligation to contribute to the cost of the Maintenance Obligations shall

terminate upon the dedication and acceptance of the Utility Facilities and assumption of maintenance responsibilities by the City, County or other public body.

10. **Indemnity.** PRM agrees to defend, indemnify and hold harmless City from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees whether at trial, on appeal or in bankruptcy, of any kind or nature whatsoever related to this Agreement (i) arising directly out of or caused by the default of the PRM under this Agreement, or (ii) to the extent arising as a result of the negligence or willful misconduct of PRM or its employees, agents, contractors, or subcontractors. City agrees to defend, indemnify and hold harmless PRM and PRM from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney's fees whether at trial, on appeal or in bankruptcy, of any kind or nature whatsoever related to this Agreement (i) arising directly out of or caused by the default of the City under this Agreement; or (ii) the negligence or willful misconduct of City or its employees, agents, contractors, or subcontractors.

11. **City Covenants.** In connection with and as consideration for the PRM entering into this Agreement, the City shall not directly or indirectly require PRM or any owner of the PRM Parcel to grant to Adjacent Parcel Owner any easement for connection to and use of the Utility Facilities to provide utility service to the Adjacent Parcel, unless and until PRM certifies to the City that the Construction and Connection Fee has been received.

12. **Remedies.**

(a) Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a "Default" until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach has gone uncured for a period of thirty (30) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have thirty (30) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing. The thirty (30) day cure period shall in no event be extended for a monetary default.

(b) In the event of a Default by any Party of any of the terms or conditions hereof, subject to the limitation set forth in Section 8(d), the other Parties shall be entitled to full and adequate relief by any and all remedies provided for by this Agreement, together with any and all remedies permitted at law or in equity, including without limitation award of damages, injunction, and specific performance.

(c) Subject to the limitations set forth in Section 8(d), any remedies specifically provided by this Agreement shall be cumulative with and in addition to all other remedies permitted at law or in equity; provided however, notwithstanding any other provision of this Agreement, the City does not waive any sovereign immunity rights it has.

(d) NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES EACH WAIVE CLAIMS AGAINST THE OTHER FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, EXEMPLARY DAMAGES AND PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION, OR LOST BUSINESS ARISING FROM THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ALL PRIOR DEALINGS AND AGREEMENTS, OR THE CONDUCT OF BUSINESS UNDER, OR BREACH OF, OR THE TERMINATION OF, THIS AGREEMENT, OR BUSINESS RELATIONS BETWEEN THE PARTIES, REGARDLESS OF WHETHER ANY PARTY SEEKS DAMAGES UNDER ANY THEORY OF LAW AND EVEN IF SUCH PARTY ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, NO PARTY MAY TERMINATE THIS AGREEMENT AS A REMEDY UPON THE OCCURRENCE OF A DEFAULT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

13. **Attorney's Fees and Costs.** In the event of any litigation between the Parties hereto to enforce any provision and right hereunder, the unsuccessful Party to such litigation covenants and agrees to pay the successful Party therein all costs and expenses, expressly including, but not limited to, reasonable attorneys' fees actually incurred therein by such successful Party (including through any appeal), which costs, expenses and reasonable attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.

14. **Notices.** All notices, demands, consents, approvals, requests or other communications which any of the Parties to this Agreement may desire or be required to give hereunder shall be in writing and delivered by (a) hand, (b) nationally-recognized overnight express delivery service, or (c) by e-mail of a letter in "pdf" format to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

To PRM: PRM Clermont/Wellness Way Owner LLC  
300 Trade Center, Suite 7700  
Woburn, Massachusetts 01801  
Attention: Louis F. Karger  
Telephone: (781) 935-4500  
E-Mail: [lkarger@pantherrm.com](mailto:lkarger@pantherrm.com)

With a copy to: Integra Land Company  
1525 International Parkway, Suite 2001  
Lake Mary, FL 32746  
Attention: David G. McDaniel, President  
Telephone: (407) 833-3927  
E-Mail: [dmcdaniel@integralandcompany.com](mailto:dmcdaniel@integralandcompany.com)

With a copy to: Seyfarth Shaw LLP  
Seaport East, Two Seaport Lane, Suite 1200  
Boston, Massachusetts 02210-2028  
Attention: Catherine Burns, Esq.  
E-mail: [cburns@seyfarth.com](mailto:cburns@seyfarth.com)

With a copy to: Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1600  
Orlando, FL 32801  
Attn: Daniel T. O'Keefe, Esq. and  
Stephen E. Cook, Esq.  
Telephone: 407-423-3200  
E-mail: [dokeefe@shutts.com](mailto:dokeefe@shutts.com) and  
[scook@shutts.com](mailto:scook@shutts.com)

To City: City of Clermont  
685 W. Montrose Street  
Clermont, FL 34711  
Telephone: 352-394-4081  
Attn: City Manager  
E-Mail: [rvanwagner@clermontfl.org](mailto:rvanwagner@clermontfl.org);  
[dmatthys@clermontfl.org](mailto:dmatthys@clermontfl.org)

With a copy to: Waugh PLLC  
201 E. Pine Street, Suite 315  
Orlando, FL 32801  
Attn: Christian W. Waugh, City Attorney  
Telephone: 321-800-6008  
E-Mail: [cwaugh@waugh.legal](mailto:cwaugh@waugh.legal)

Each notice or other communication shall be deemed to have been delivered, given, and received for all purposes as of the date so delivered at the applicable address (so long as delivery is evidenced by the customary courier or U.S. mail receipt or confirmation of receipt of email, as applicable); provided that notices or such other communication received on a day that is not a business day shall be deemed received on the next business day. The inability to deliver a notice because of a changed address of which no notice was given in accordance with this Section or any rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

15. **Binding Effect; Assignment.**

(a) Except as set forth in this Section 15, this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and shall run with title to each of the Parcels.

(b) No Party hereto shall have any right to assign its obligations hereunder (such Party being an “**Assignor**” for purposes of this Section) without the prior written consent of each of the other Parties hereto.

16. **Entire Agreement; Amendments.** This Agreement constitutes the final and complete agreement, and supersedes all prior correspondence, memoranda, or agreements among the Parties relating to the subject matter hereto, and no oral statements, representations or prior written agreements relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. This Agreement cannot be changed or modified other than by a written agreement executed by all the Parties. No purported alteration, amendment, change, waiver, termination or other modification of this Agreement shall be binding upon any of the Parties hereto or have any other force or effect in any respect or particular, unless the same shall be in writing and signed by or on behalf of the Parties to be charged therewith.

17. **Severability.** In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

18. **No Waiver.** Neither the failure of any Party to exercise any power or right given such Party hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of any Party’s right to demand exact compliance with the terms hereof.

19. **Governing Law.** This Agreement shall be governed, interpreted, and construed under the substantive laws of the State of Florida. The Parties agree that the venue of any action to enforce any rights hereunder shall be Lake County, Florida.

20. **Waiver of Jury Trial.** The Parties hereby knowingly, irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any action or proceeding brought by any Party against another Party under this Agreement. This provision will survive the termination or expiration of this Agreement for any reason.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

22. **No Joint Venture.** Nothing contained in this Agreement shall create any partnership, joint venture relationship, or other similar legal relationship between the Parties under the laws of any state or the federal government. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

23. **Interpretation.** Whenever the words “including,” “include” or “includes” are used in this Agreement, they shall be interpreted as if followed by the phrase “without limitation”.

Unless the context otherwise requires, references herein to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement.

[Signatures appear on the following page(s)]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the Effective Date.

**PRM:**

WITNESSES:

**PRM CLERMONT/WELLNESS WAY  
OWNER LLC, a Delaware limited liability  
company**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

BY: Panther Residential Investments LLC,  
a Massachusetts limited liability company, its  
Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_  
Louis F. Karger, Manager

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me, by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Louis F. Karger, as Manager of Panther Residential Investments LLC, a Massachusetts limited liability company, as Manager of PRM CLERMONT/WELLNESS WAY OWNER LLC, a Delaware limited liability company, on behalf of said company, who \_\_\_\_ is personally known to me OR \_\_\_\_ has produced \_\_\_\_\_ as identification and did/did not take an oath.

*[AFFIX NOTARY SEAL]*

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*(signatures continue on next page)*



WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**CITY OF CLERMONT, FLORIDA, A  
FLORIDA MUNICIPAL CORPORATION**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of CITY OF CLERMONT, FLORIDA, a Florida municipal corporation, who \_\_\_\_ is personally known to me OR \_\_\_\_ has produced \_\_\_\_\_ as identification and did/did not take an oath.

*[AFFIX NOTARY SEAL]*

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

Exhibit Schedule

Exhibit A – PRM Parcel

Exhibit B – Plans

Exhibit C – Form Utility Easement

**Exhibit A**  
**PRM Parcel**

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD, LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE RUN S00°13'39"E, A DISTANCE OF 433.99 FEET; THENCE RUN S44°56'39"W, A DISTANCE OF 56.40 FEET; THENCE RUN N89°53'03"W, A DISTANCE OF 297.15 FEET; THENCE RUN S00°06'56"W, A DISTANCE OF 771.53 FEET; THENCE RUN N89°54'20"W, A DISTANCE OF 724.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 78°50'54", A CHORD BEARING OF N69°17'53"W AND A CHORD DISTANCE OF 114.31 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.85 FEET TO THE END OF SAID CURVE; THENCE RUN N08°32'51"W, A DISTANCE OF 386.51 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF N01°29'26"W AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N05°33'59"E, A DISTANCE OF 126.40 FEET; THENCE RUN N06°57'50"E, A DISTANCE OF 633.68 FEET; THENCE RUN N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT COUNTY MAINTAINED NORTH BRADSHAW ROAD;

AND

LESS AND EXCEPT ANY PORTION OF UNVACATED RIGHT OF WAY DEPICTED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SAID ROADWAY LESS OUT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF MAINTAINED NORTH BRADSHAW ROAD AND A PORTION OF UNVACATED PLATTED RIGHT OF WAY AS DEPICTED ON THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID LANDS LYING SOUTH OF SCHOFIELD ROAD AND NORTH OF AND ADJACENT TO THE NORTHERLY LIMITS OF SAID

PLATTED RIGHT OF WAY, VACATED IN RESOLUTION 2019-15 AND RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172, LYING IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN S89°30'42"W ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1097.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°30'42"W, A DISTANCE OF 39.80 FEET TO THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5969, PAGE 647 OF SAID PUBLIC RECORDS; THENCE RUN SOUTHERLY ALONG SAID EAST LINE THE FOLLOWING THREE COURSES AND DISTANCES: S06°57'50"W, A DISTANCE OF 633.68 FEET; THENCE RUN S05°33'59"W, A DISTANCE OF 126.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF S01°29'26"E AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN S08°32'51"E, A DISTANCE OF 109.94 FEET TO THE NORTH LINE OF THE VACATED PLATTED RIGHT OF WAY RECORDED IN OFFICIAL RECORDS BOOK 5240, PAGE 172 OF SAID PUBLIC RECORDS; THENCE RUN N89°22'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 13.96 FEET TO THE EAST RIGHT OF WAY LINE OF SAID UNVACATED PLATTED RIGHT OF WAY; THENCE RUN N00°18'14"W ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 202.17 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY LINE OF SAID NORTH BRADSHAW ROAD; THENCE RUN NORTHERLY ALONG SAID MAINTAINED RIGHT OF WAY LINE THE FOLLOWING SIX COURSES AND DISTANCES: N06°05'35"E, A DISTANCE OF 267.41 FEET; THENCE RUN N06°23'23"E, A DISTANCE OF 103.82 FEET; THENCE RUN N06°35'04"E, A DISTANCE OF 149.67 FEET; THENCE RUN N08°20'51"E, A DISTANCE OF 90.41 FEET; THENCE RUN N10°17'58"E, A DISTANCE OF 55.91 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 94.63 FEET; A CENTRAL ANGLE OF 28°47'52", A CHORD DISTANCE OF 47.06 FEET AND A CHORD BEARING OF N20°47'39"E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 47.56 FEET TO THE POINT OF BEGINNING.

**Exhibit B**  
**Plans**

Master Utility Plan for Integra Wellness Way – Clonts Property prepared by Poulos & Bennett dated September 20, 2024 under job number 22-009.

AND

Construction Plans for Olympus CDD Phase 3, City of Clermont prepared for Olympus Community Development District prepared by Matthews/DCCM dated 08/25/23 under Job No. 20002.03, Revision No. 1 dated 10/11/23.

**Exhibit C**  
**Form Utility Easement**

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING  
SHOULD BE RETURNED TO:

Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1600  
Orlando, Florida 32801  
Attn: Stephen E. Cook, Esq.

**UTILITY EASEMENT AGREEMENT**

**THIS UTILITY EASEMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter “**Grantor**”) and \_\_\_\_\_, whose address is \_\_\_\_\_ (“**Grantee**”), and (Grantor and Grantee are sometimes referred to herein collectively as the “**Parties**”, and individually as a “**Party**”).

**RECITALS**

**WHEREAS**, Grantor is the owner of that certain real property located in Lake County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Grantor Property**”);

**WHEREAS**, Grantee is the owner of that certain real property located in Lake County, Florida located adjacent to Grantor Property, as more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the “**Grantee Property**”); and

**WHEREAS**, Grantor desires to grant in favor of Grantee, and Grantee desires to accept from Grantor, a permanent, non-exclusive utility easement on, upon, over, under, across and through the area as more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference (the “**Utility Easement Area**”) for the benefit of the Grantee’s Property, subject to the provisions set forth herein.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Utility Easement.** Grantor does hereby grant, bargain and convey to Grantee, its successors and assigns, a perpetual, non-exclusive easement on, upon, over, under,

across and through the Utility Easement Area (the “**Utility Easement**”), for purposes including but not limited to operation, flow, passage, use, and connection of sanitary sewer lines, water lines, and lift stations and related facilities necessary to service the Grantee Property (the “**Utility Facilities**”). Grantee shall utilize the Utility Facilities and the Utility Easement Area in compliance with applicable laws, rules, regulations and ordinances and the terms of this Agreement.

3. **Maintenance.** Grantor shall maintain, repair and replace the Utility Facilities in conformity with all permit requirements and applicable rules and regulations and keep the Utility Facilities in good working condition (the “**Maintenance Obligations**”). Grantor shall have the right to contract for the performance of the Maintenance Obligations with unaffiliated third-party vendors of its own reasonable selection. Grantee shall be obligated to share in fifty percent (50%) of the total actual costs and expenses incurred by Grantor to perform the Maintenance Obligations (the “**Grantee Maintenance Share**”); provided, however, Grantee shall not be required to reimburse Grantor for any Maintenance Obligations that were incurred prior to the commencement of site work for the construction of a building on any part of the Grantee Parcel. Grantor shall send reasonably satisfactory evidence (i.e. an invoice, paid receipts, or other evidence) to Grantee on a quarterly basis (or other basis selected by Grantor, but not more frequently than monthly) for the Grantee Maintenance Share, and based upon actual expenditures paid for the time period covered by such invoice (a “**Maintenance Assessment**”). Payment shall be due to Grantor within thirty (30) days after delivery of each such Maintenance Assessment (the “**Maintenance Assessment Deadline**”). If Grantee fails to make such payment in full by the Maintenance Assessment Deadline, then: (i) the amount owing shall commence to bear interest at eighteen percent (18%) per annum; and (ii) Grantor shall have the right to commence legal proceedings in the appropriate court to recover the amount due. The obligation of Grantor to perform the Maintenance Obligations and Grantee’s obligation to pay the Grantee Maintenance Share shall terminate upon the dedication and acceptance of the Utility Facilities and assumption of maintenance responsibilities by the City, County or other public body. Notwithstanding anything contained in this Agreement to the contrary, any damage to the Utility Facilities shall be repaired at the expense of the Party or Parties causing the damage.

4. **Grantor’s Reservation of Use.** Grantee acknowledges and agrees that the easements granted under this Agreement are not exclusive easements, and that Grantor shall have the right to use and enjoy the Utility Easement Area in any manner not inconsistent with the easement rights created herein. Notwithstanding anything to the contrary, Grantor shall have the right to pave, erect and maintain curbs, landscaping, fences, light poles and signage or similar above ground improvements, install underground utility lines, and to connect to, access and utilize the Utility Facilities and the Utility Easement Area.

5. **Indemnity.** Grantee agrees to the fullest extent permitted by law to defend, indemnify and hold harmless Grantor from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney’s fees whether at trial, on appeal or in bankruptcy, of any kind or nature whatsoever related to this Agreement arising directly out of or caused by the negligence or willful misconduct of Grantee, but such indemnity shall not include indemnification for any loss, damage, or expense to the extent caused by the negligence or willful misconduct of Grantor. Grantor agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, suits, judgments, demands, costs and expenses, including attorney’s fees whether at trial, on appeal or in bankruptcy, of any kind or nature whatsoever related to this Agreement arising

directly out of or caused by the negligence or willful misconduct of Grantor, but such indemnity shall not include indemnification for any loss, damage, or expense to the extent caused by the negligence or willful misconduct of Grantee.

6. **Beneficiaries of Easement Rights / Binding Effect.** The rights and obligations set forth in this Agreement shall be easements appurtenant to the Grantee's Property, for the benefit and use of Grantee, and its successors and assigns, and their agents, employees, consultants, and representatives, and shall be binding upon the Utility Easement Area and shall be covenants running with the title to the Utility Easement Area. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Utility Easement Area for its intended purpose. Nothing contained herein shall create any rights with respect to the Utility Easement Area in the general public or any person or entity other than Grantor and Grantee, all pursuant to the terms and conditions hereof.

7. **Enforcement; Attorneys' Fees.** If either Party hereto fails to perform or breaches any obligation, requirement, duty, or covenant contained herein (after any applicable cure periods as may be provided for herein), the non-defaulting Party shall have the right, at its option, in addition to any of its other rights, privileges, or remedies otherwise stated elsewhere herein to: (i) bring an action for the recovery of actual damages; and/or (ii) bring an action for specific performance or other equitable relief. Other than the payment of a Maintenance Assessment, there shall be a 10 day notice and cure period for all defaults hereunder. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring subsequent thereto. If any legal action is commenced by either Party to enforce or interpret any provision of this Agreement, the Party which does not prevail shall pay to the prevailing Party all costs and expenses of suit, including, without limitation, attorney, paralegal and expert fees, incurred by the prevailing Party in all judicial and administrative proceedings and at all levels of such proceedings. Notwithstanding any other term or provision of this Agreement to the contrary: (i) no breach hereunder shall entitle any Party to cancel, rescind, or otherwise terminate this Agreement, (ii) under no circumstances shall any Party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of default by such Party hereunder, and (iii) under no circumstances shall Grantor be liable for any claims or damages resulting from a temporary disconnection of utility services to the Grantee Property.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the addresses set forth above or to such other address that a party may otherwise designate in the manner prescribed herein.

9. **Dedication.** Upon dedication of any of the Utility Easement Area for the use of the public, this Agreement shall automatically partially terminate as to such dedicated Utility Easement Area. At Grantor's request after such dedication, and Grantee shall join Grantor in executing a full or partial termination of this Agreement, as applicable.

10. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Lake County or Orange County, Florida.



11. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the United States of America and the State of Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns.

*[Exhibit, do not execute]*



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                            |                                              |                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                        |                                              |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                 |                                              |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                    |                                              |                                |
| Elevations Approval<br><i>Twistee Treat</i>                                                                                                                                                                                                                                                                                                                                                                                |                                              |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                    |                                              |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                        |                                              |                                |
| In accordance with Ordinance No. 2025-003, Section 3, architectural elevations must be presented to and approved by City Council prior to site plan approval for the building on Lot 3. Staff have received the elevations, and the project is currently under site review. Lot 3 includes a standalone drive-through establishment (Twistee Treat) adjacent to a commercial building that will contain three restaurants. |                                              |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                 |                                              |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                               |                                              |                                |
| None.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                              |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Fund Number and Description</b>           | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                   |                                              |                                |
| 1. 2025-003 - Elevation Approval                                                                                                                                                                                                                                                                                                                                                                                           | 2025-003 - Elevation Approval.pdf            |                                |
| 2. 28390 TWISTEE TREAT NON ILLUM LTTRS copy                                                                                                                                                                                                                                                                                                                                                                                | 28390 TWISTEE TREAT NON ILLUM LTTRS copy.pdf |                                |
| 3. 4 Window Prototype Color Elevations                                                                                                                                                                                                                                                                                                                                                                                     | 4 Window Prototype Color Elevations.pdf      |                                |
| 4. A200-Elevations                                                                                                                                                                                                                                                                                                                                                                                                         | A200-Elevations.pdf                          |                                |
| 5. A201-Elevations                                                                                                                                                                                                                                                                                                                                                                                                         | A201-Elevations.pdf                          |                                |

**CITY OF CLERMONT**  
**ORDINANCE NO. 2025-003**

**AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.**

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

**SECTION 1.**

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

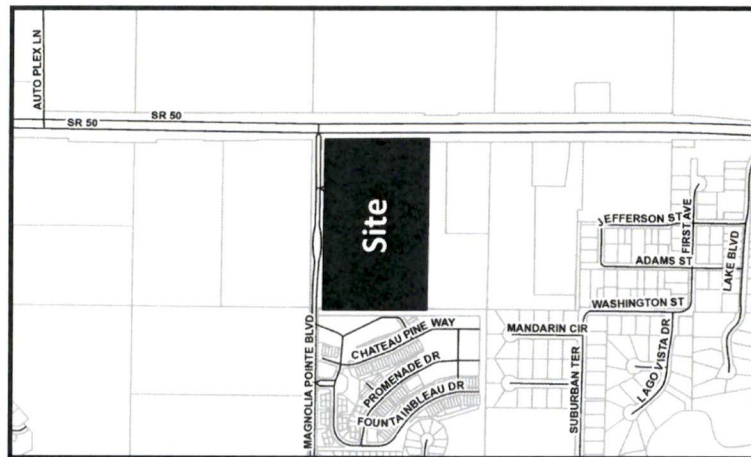
BEGINNING 448.6 FEET WEST OF SOUTHEAST CORNER OF NORTHWEST ¼, RUN NORTH 01°00'01" EAST 1260.31 FEET TO SOUTH RIGHT-OF-WAY OF STATE ROAD 50, WESTERLY ALONG SAID RIGHT-OF-WAY TO WEST LINE OF SOUTHEAST ¼ OF NORTHWEST ¼ SOUTH TO SOUTHWEST CORNER OF SOUTHEAST ¼ OF NORTHWEST ¼, EASTERLY ALONG SOUTH LINE OF NORTHWEST ¼ TO POINT OF BEGINNING – LESS WEST 100 FEET, OFFICIAL RECORDS BOOK 2149, PAGE 0423

CONTAINING 22.78 ACRES, MORE OR LESS

**LOCATION**

Magnolia Center

Southeast corner of Highway 50 and Magnolia Pointe Boulevard





*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

**REQUESTED ACTION:**

**Amendment to the existing Planned Unit Development (PUD)  
Ordinance No. 2018-08 to allow for an increase in the number of  
fast food restaurants.**

**SECTION 2. GENERAL CONDITIONS**

This application for a Planned Unit Development to allow for C-1 Light Commercial and C-2 General Commercial; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the approved PUD Master Conceptual Site Plan, Exhibit A, as approved under Lake County Ordinance No. 2009-8, recorded in the Lake County Clerk of Courts, Official Records Book 3730, Pages 1624-1634. This PUD was annexed along with a large-scale comprehensive plan amendment and rezoning to a PUD by the City of Clermont City Council on April 24, 2018. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Planned Unit Development application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
5. The combining of Buildings E and F on Lot 6 shall not require an amendment to this Planned Unit Development.
6. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.
7. The transfer of ownership or lease of any or all of the property described in this PUD shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Planned Unit Development, and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the City of Clermont Land Development Code, as amended.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

**SECTION 3. LAND USE**

A. Land Uses:

1. Permitted Uses: Development of the site shall be limited to uses permitted within the C-1 and C-2 zoning districts, as amended with the exception to the following uses:
  - a. Adult Use
  - b. Automotive Repair
  - c. Automotive Service Station/Convenience Store
  - d. Auto-parts or other auto-related uses, except as expressly permitted below
  - e. Bar or Tavern
  - f. Carwash
  - g. Hotel/Motel
  - h. Recreation, Commercial
  - i. Self-Service Laundry or Dry-Cleaning
  - j. Self-Service Storage
  - k. Theater
  - l. Recreational Vehicles
  - m. Truck Yard
  - n. Bingo Parlors and all other types of gambling establishments
  - o. Pawn Shops and establishments specializing in the resale of second hand goods
  - p. Vehicle Storage: No storage of commercial, disabled, abandoned or non-licensed vehicles shall be permitted for any purpose
2. Commercial Uses Permitted with Specific Conditions: The following uses shall be permitted subject to the specific criteria provided below:
  - a. Retail, Convenience: No fuel sales shall be permitted.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

- b. Restaurant, Fast Food:
  - i. Shall be allowed only on Lots 1, 2, 3, and 4
  - ii. No more than five (5) Fast Food Restaurants shall be permitted, with four (4) of them located on Lot 3, as shown in Exhibit B. Architectural elevations must be presented to City Council and approved prior to site plan approval for the building on Lot 3.
  - iii. No more than one (1) stand-alone Fast Food Restaurant shall be permitted and it may have a drive-through window.
  - iv. Lot 1 shall not permit a stand-alone Fast Food Restaurant
  - v. No Fast Food Restaurant shall occupy an end cap suite or have a drive-thru on Lot 1
  - vi. No Fast Food Restaurant shall occupy an end cap suite or have a drive-through on Lot 1 if Lots 1 and 2 are combined into a single lot and developed within a common building. This condition does not apply to Lot 2 if combined
  - vii. Hours of operation shall be limited to 5:00am to 11:00pm
- c. Restaurant, General: Restaurants are permitted beer, wine, and alcohol sales in conjunction with sale of food.
- d. Vehicular Sales: Vehicular sales are prohibited, with the exception of Lot 4, which may allow a motorcycle dealership subject to the following regulations:
  - i. Inside sales only
  - ii. Daytime display of vehicles is permitted. All vehicles shall be moved inside at night.
  - iii. Test driving within the development or rental of vehicles is not permitted.
  - iv. Any service or repair work area shall be completely enclosed, including air compressors
  - v. Hours of operation shall be limited to 8:00am to 6:00pm
- e. Wholesale and Warehouse:
  - i. Gross leasable area shall not exceed 10,000 square feet
  - ii. Limited to wholesale consumer products only; such as wines, food, or restaurant supply
  - iii. Warehousing or wholesaling of building, hardware or manufacturing goods or products is prohibited
- f. Lot 5 shall be limited to medical and professional office uses.
- g. Buildings H, J, K, L, M, N, and P of Lot 6 shall be limited to:
  - i. Medical Service and Professional Office
  - ii. Personal Care Services; excluding self-service laundry mats, and laundry drop-off and pick-up stations.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

- iii. Retail sales of health and beauty products, including marketing and training
  - iv. The total square footage of Personal Care Services; including retail sales of health and beauty products, on Lot 6 shall not exceed 10,000 square feet.
  - v. Dance studio within Building P only. Hours shall be limited to 7:00am to 9:00pm
  - h. Lots 1 and 2 may be combined and developed with a common building or developed individually. Lots 3 and 4 may also be combined and developed with a common building or developed individually. If combined, common building(s) on Lots 1 and 2 and/or Lots 3 and 4 shall contain architectural enhancements to the facades on the front and rear sides.
3. Manufacturing and industrial uses shall not be permitted.
- B. Open Space, Impervious Surface Ratio, and Intensity:
- 1. Total development of the site shall not exceed a maximum gross square footage of 300,000 square feet.
  - 2. A minimum 25% open space shall be implemented with the development plan.
  - 3. A maximum impervious surface ratio of 65% over the entire commercial development shall be implemented into the design criteria for all development.
- C. Setbacks:
- 1. All setbacks shall conform to the landscape buffering requirements outlined in the Lake County Land Development Regulations, as amended.
  - 2. Building structures shall maintain a 200-foot setback from the south property line of Lot 6.
  - 3. No loading docks or dumpsters shall be located within 400 feet of any property line of any lot of the Magnolia Pointe Subdivision.
- D. Buffering/Screening:
- 1. Landscaping of Lot 6 shall be consistent with the approved landscape plan, approved May 8, 2007.
  - 2. A landscaped buffer shall be provided between all commercial, multifamily, right-of-way and residential land uses pursuant to the City of Clermont Land Development Code, as amended.
  - 3. Lake County Type "A" buffer shall be required along Magnolia Ponte Boulevard and the east boundary of Lot 4.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

4. A 25-foot buffer of solid pine trees shall be maintained along the south boundary of the Planned Unit Development; adjacent to Magnolia Pointe Condos. In the event that the 25-foot buffer of solid pine trees along the south boundary of the subject property is destroyed or removed for any reason, a 25-foot landscape buffer shall be installed within ninety (90) days thereafter.
5. A six-foot high masonry or brick wall shall be constructed along the west boundary line, starting south of the guard house to the southern boundary of the retention pond, then along said southern boundary line to the eastern boundary line of the property.
6. The wall or berm shall be constructed at the beginning of construction on Lot 6.
7. All outside storage shall be screened by a wooden fence and/or vegetative buffer substantial enough to screen the uses from adjacent properties.
8. Any additional landscape requirements not specifically outlined by items 1 through 7 of this Section shall be applied in accordance with the Land Development Regulations, as amended.

E. Architectural Design Standards:

1. Design:

- a. No pre-engineered metal buildings shall be permitted in the development.
- b. Buildings on Lot 6 shall be themed in a Mediterranean manner, and shall have tile roofs.
- c. Design shall comply with the City of Clermont commercial design guidelines and the Lake County Land Development Regulations, as amended.

2. Height:

- a. Any structure on Lots 1, 2, 3, 4 & 6 shall not be taller than 35 feet.
- b. Any structure on Lot 5 shall not be taller than 45 feet.

3. Orientation: The building on Lot 5 shall face west toward Magnolia Pointe Boulevard.

F. Lighting:

1. Lighting for parking lot, driveways, and utility areas; whether mounted on poles or walls of buildings, shall conform to Illuminating Engineering Society ("I.E.S.") standards for "cutoff" lighting fixtures.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

2. Lighting “trespass” onto adjacent property shall not exceed 0.1 foot candles at the property line.
  3. Ornamental and spotlighting for aesthetic effect, landscape accent, signage, etcetera, shall be directed onto the subject property.
- G. Access Standards:
1. Construction traffic shall access the property via State Road 50 and avoid Magnolia Pointe Boulevard unless prohibited by the Florida Department of Transportation or Lake County Public Works.
  2. Access to the site will be limited to the existing private road; Magnolia Pointe Boulevard, a right in/out from State Road 50 near the middle of the property line as shown on “Exhibit A”.
- H. Water and Sewer: Connection to central water and central sewer shall be required with all development.
- I. Concurrency Management Review: Prior to requesting approval, the Owner must undergo Lake County Concurrency Management Review or sign an affidavit of deferral, deferring concurrency management review.
- J. Development Review and Approvals: Prior to the issuance of any permits, the Owner shall be required to submit a formal site plan; as applicable, for review and approval by City of Clermont. The site plan shall meet all submittal requirements and comply with all City codes and ordinances, as amended.
- K. Future Development Orders: Any requested development order must comply with the City of Clermont Land Development Code, as amended, and the City of Clermont Comprehensive Plan, as amended.
- L. Concurrency Management Review and Vested Development Rights: Future rights to develop the property are subject to a finding that the development will meet the concurrency standards contained in the Lake County Comprehensive Plan and Land Development Regulations through Concurrency Management Review; without such a Review, no vested development rights shall have been granted by the County or acquired by the Applicant.
- M. Future Amendments to Statutes, Code, Plan and/or Regulations: The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City of Clermont Comprehensive Plan, and City of Clermont Land Development Code include any future amendments to the Statutes, Code, Plan, and/or Regulations.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

**SECTION 4: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 5: SEVERABILITY**

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

**SECTION 6: ADMINISTRATIVE CORRECTION**

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 7: RECORDING**

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

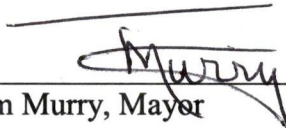


**CITY OF CLERMONT**  
**ORDINANCE NO. 2025-003**

**DONE AND RESOLVED** by the City Council of the City of Clermont, Lake County, Florida, this 11th day of March, 2025.



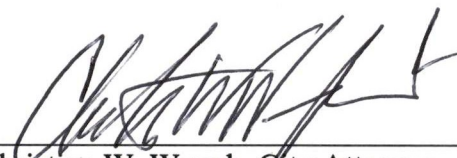
CITY OF CLERMONT

  
\_\_\_\_\_  
Tim Murry, Mayor

ATTEST:

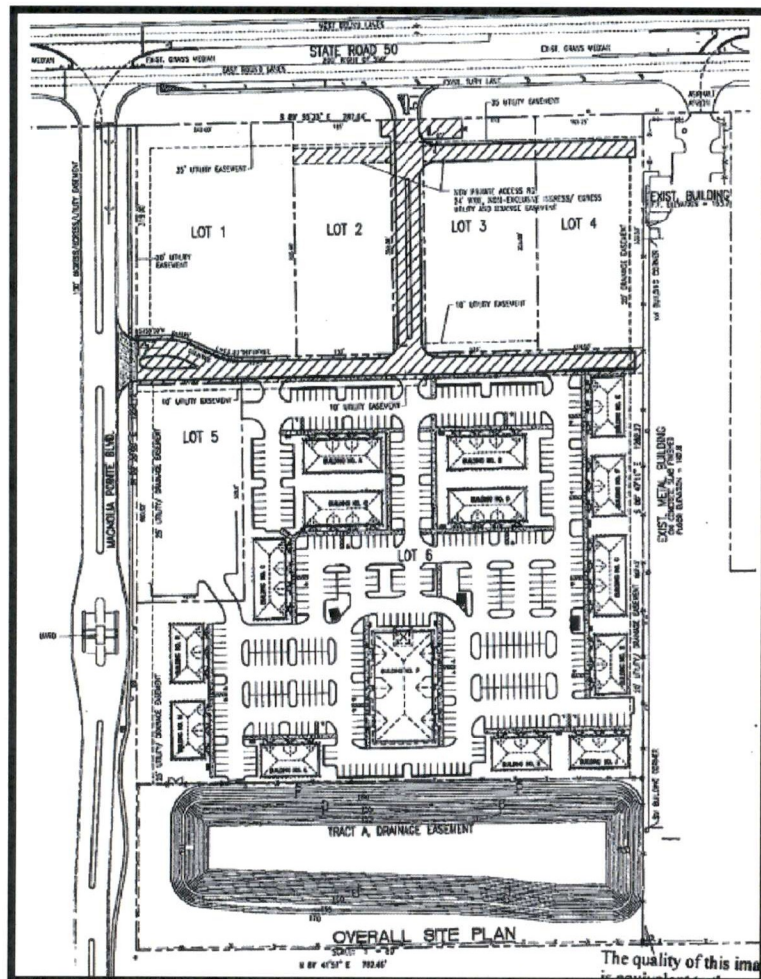
  
\_\_\_\_\_  
Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

  
\_\_\_\_\_  
Christian W. Waugh, City Attorney

**CITY OF CLERMONT**  
**ORDINANCE NO. 2025-003**

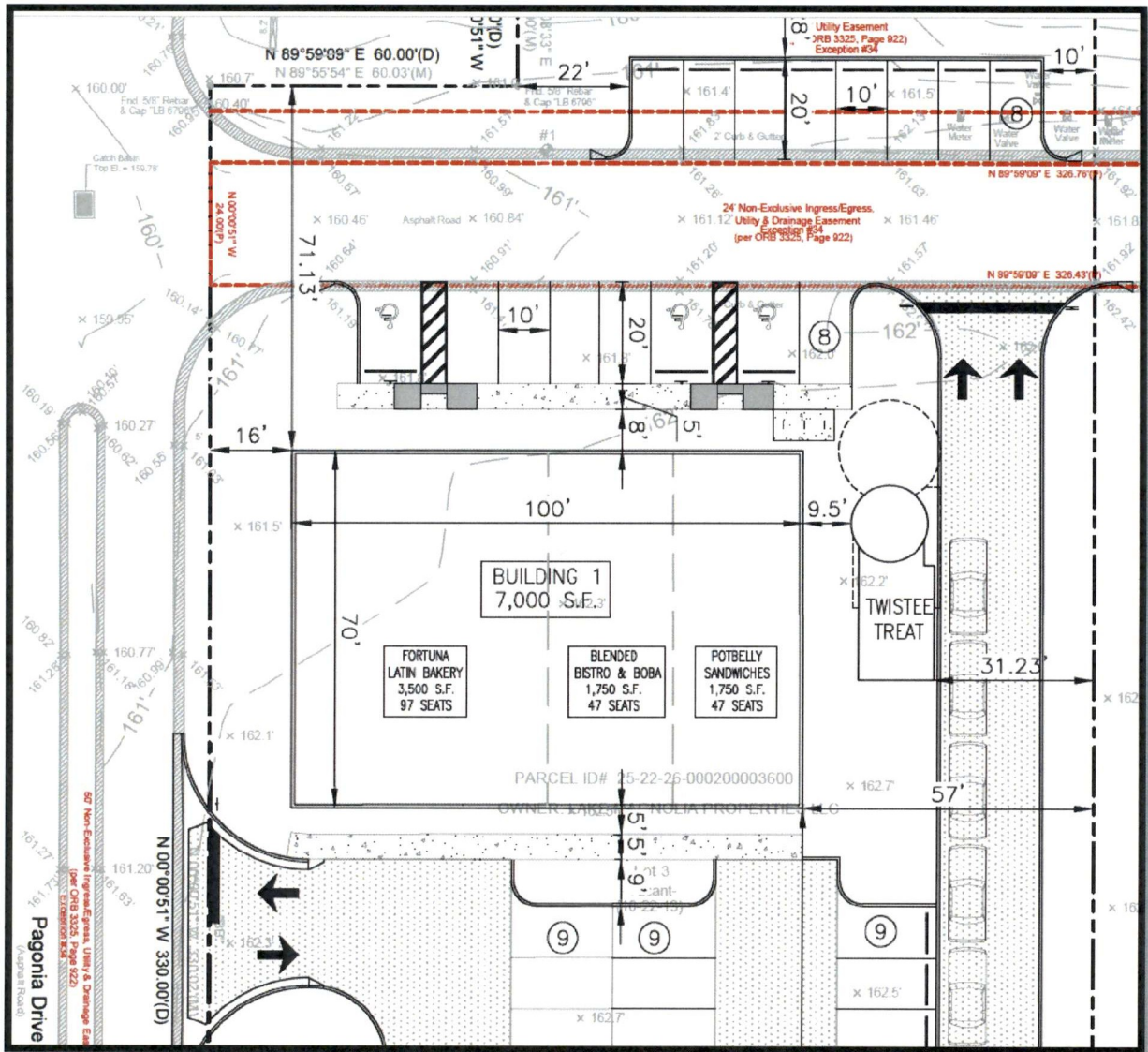
**Exhibit A**





**CITY OF CLERMONT**  
**ORDINANCE NO. 2025-003**

**Exhibit B**





**CITY OF CLERMONT**  
**ORDINANCE NO. 2025-003**

**AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT, REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW, PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.**

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

**SECTION 1.**

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

**LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 22 SOUTH, RANGE 26, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

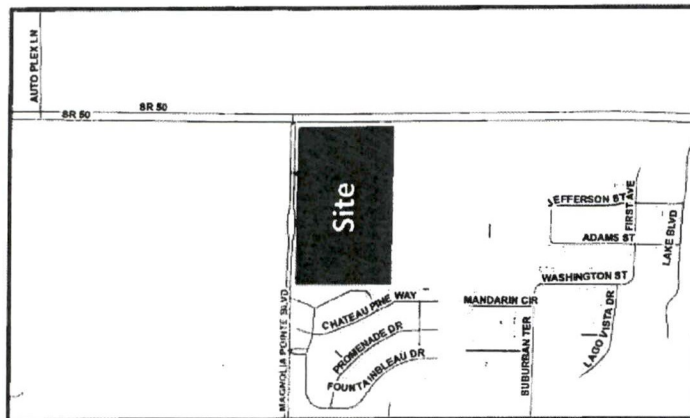
BEGINNING 448.6 FEET WEST OF SOUTHEAST CORNER OF NORTHWEST  $\frac{1}{4}$ , RUN NORTH  $01^{\circ}00'01''$  EAST 1260.31 FEET TO SOUTH RIGHT-OF-WAY OF STATE ROAD 50, WESTERLY ALONG SAID RIGHT-OF-WAY TO WEST LINE OF SOUTHEAST  $\frac{1}{4}$  OF NORTHWEST  $\frac{1}{4}$  SOUTH TO SOUTHWEST CORNER OF SOUTHEAST  $\frac{1}{4}$  OF NORTHWEST  $\frac{1}{4}$ , EASTERLY ALONG SOUTH LINE OF NORTHWEST  $\frac{1}{4}$  TO POINT OF BEGINNING - LESS WEST 100 FEET, OFFICIAL RECORDS BOOK 2149, PAGE 0423

CONTAINING 22.78 ACRES, MORE OR LESS

**LOCATION**

Magnolia Center

Southeast corner of Highway 50 and Magnolia Pointe Boulevard







**CITY OF CLERMONT  
ORDINANCE NO. 2025-003**

**REQUESTED ACTION:**

**Amendment to the existing Planned Unit Development (PUD)  
Ordinance No. 2018-08 to allow for an increase in the number of  
fast food restaurants.**

**SECTION 2. GENERAL CONDITIONS**

This application for a Planned Unit Development to allow for C-1 Light Commercial and C-2 General Commercial; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the approved PUD Master Conceptual Site Plan, Exhibit A, as approved under Lake County Ordinance No. 2009-8, recorded in the Lake County Clerk of Courts, Official Records Book 3730, Pages 1624-1634. This PUD was annexed along with a large-scale comprehensive plan amendment and rezoning to a PUD by the City of Clermont City Council on April 24, 2018. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Planned Unit Development application are not the approved construction plans.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
5. The combining of Buildings E and F on Lot 6 shall not require an amendment to this Planned Unit Development.
6. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.
7. The transfer of ownership or lease of any or all of the property described in this PUD shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Planned Unit Development, and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the City of Clermont Land Development Code, as amended.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

**SECTION 3. LAND USE**

**A. Land Uses:**

1. **Permitted Uses:** Development of the site shall be limited to uses permitted within the C-1 and C-2 zoning districts, as amended with the exception to the following uses:
  - a. Adult Use
  - b. Automotive Repair
  - c. Automotive Service Station/Convenience Store
  - d. Auto-parts or other auto-related uses, except as expressly permitted below
  - e. Bar or Tavern
  - f. Carwash
  - g. Hotel/Motel
  - h. Recreation, Commercial
  - i. Self-Service Laundry or Dry-Cleaning
  - j. Self-Service Storage
  - k. Theater
  - l. Recreational Vehicles
  - m. Truck Yard
  - n. Bingo Parlors and all other types of gambling establishments
  - o. Pawn Shops and establishments specializing in the resale of second hand goods
  - p. Vehicle Storage: No storage of commercial, disabled, abandoned or non-licensed vehicles shall be permitted for any purpose
2. **Commercial Uses Permitted with Specific Conditions:** The following uses shall be permitted subject to the specific criteria provided below:
  - a. Retail, Convenience: No fuel sales shall be permitted.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

b. Restaurant, Fast Food:

- i. Shall be allowed only on Lots 1, 2, 3, and 4
- ii. No more than five (5) Fast Food Restaurants shall be permitted, with four (4) of them located on Lot 3, as shown in Exhibit B. Architectural elevations must be presented to City Council and approved prior to site plan approval for the building on Lot 3.
- iii. No more than one (1) stand-alone Fast Food Restaurant shall be permitted and it may have a drive-through window.
- iv. Lot 1 shall not permit a stand-alone Fast Food Restaurant
- v. No Fast Food Restaurant shall occupy an end cap suite or have a drive-thru on Lot 1
- vi. No Fast Food Restaurant shall occupy an end cap suite or have a drive-through on Lot 1 if Lots 1 and 2 are combined into a single lot and developed within a common building. This condition does not apply to Lot 2 if combined
- vii. Hours of operation shall be limited to 5:00am to 11:00pm

c. Restaurant, General: Restaurants are permitted beer, wine, and alcohol sales in conjunction with sale of food.

d. Vehicular Sales: Vehicular sales are prohibited, with the exception of Lot 4, which may allow a motorcycle dealership subject to the following regulations:

- i. Inside sales only
- ii. Daytime display of vehicles is permitted. All vehicles shall be moved inside at night.
- iii. Test driving within the development or rental of vehicles is not permitted.
- iv. Any service or repair work area shall be completely enclosed, including air compressors
- v. Hours of operation shall be limited to 8:00am to 6:00pm

e. Wholesale and Warehouse:

- i. Gross leasable area shall not exceed 10,000 square feet
- ii. Limited to wholesale consumer products only; such as wines, food, or restaurant supply
- iii. Warehousing or wholesaling of building, hardware or manufacturing goods or products is prohibited

f. Lot 5 shall be limited to medical and professional office uses.

g. Buildings H, J, K, L, M, N, and P of Lot 6 shall be limited to:

- i. Medical Service and Professional Office
- ii. Personal Care Services; excluding self-service laundry mats, and laundry drop-off and pick-up stations.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

- iii. Retail sales of health and beauty products, including marketing and training
  - iv. The total square footage of Personal Care Services; including retail sales of health and beauty products, on Lot 6 shall not exceed 10,000 square feet.
  - v. Dance studio within Building P only. Hours shall be limited to 7:00am to 9:00pm
  - h. Lots 1 and 2 may be combined and developed with a common building or developed individually. Lots 3 and 4 may also be combined and developed with a common building or developed individually. If combined, common building(s) on Lots 1 and 2 and/or Lots 3 and 4 shall contain architectural enhancements to the facades on the front and rear sides.
3. Manufacturing and industrial uses shall not be permitted.
- B. Open Space, Impervious Surface Ratio, and Intensity:
- 1. Total development of the site shall not exceed a maximum gross square footage of 300,000 square feet.
  - 2. A minimum 25% open space shall be implemented with the development plan.
  - 3. A maximum impervious surface ratio of 65% over the entire commercial development shall be implemented into the design criteria for all development.
- C. Setbacks:
- 1. All setbacks shall conform to the landscape buffering requirements outlined in the Lake County Land Development Regulations, as amended.
  - 2. Building structures shall maintain a 200-foot setback from the south property line of Lot 6.
  - 3. No loading docks or dumpsters shall be located within 400 feet of any property line of any lot of the Magnolia Pointe Subdivision.
- D. Buffering/Screening:
- 1. Landscaping of Lot 6 shall be consistent with the approved landscape plan, approved May 8, 2007.
  - 2. A landscaped buffer shall be provided between all commercial, multifamily, right-of-way and residential land uses pursuant to the City of Clermont Land Development Code, as amended.
  - 3. Lake County Type "A" buffer shall be required along Magnolia Ponte Boulevard and the east boundary of Lot 4.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

4. A 25-foot buffer of solid pine trees shall be maintained along the south boundary of the Planned Unit Development; adjacent to Magnolia Pointe Condos. In the event that the 25-foot buffer of solid pine trees along the south boundary of the subject property is destroyed or removed for any reason, a 25-foot landscape buffer shall be installed within ninety (90) days thereafter.
  5. A six-foot high masonry or brick wall shall be constructed along the west boundary line, starting south of the guard house to the southern boundary of the retention pond, then along said southern boundary line to the eastern boundary line of the property.
  6. The wall or berm shall be constructed at the beginning of construction on Lot 6.
  7. All outside storage shall be screened by a wooden fence and/or vegetative buffer substantial enough to screen the uses from adjacent properties.
  8. Any additional landscape requirements not specifically outlined by items 1 through 7 of this Section shall be applied in accordance with the Land Development Regulations, as amended.
- E. Architectural Design Standards:
1. Design:
    - a. No pre-engineered metal buildings shall be permitted in the development.
    - b. Buildings on Lot 6 shall be themed in a Mediterranean manner, and shall have tile roofs.
    - c. Design shall comply with the City of Clermont commercial design guidelines and the Lake County Land Development Regulations, as amended.
  2. Height:
    - a. Any structure on Lots 1, 2, 3, 4 & 6 shall not be taller than 35 feet.
    - b. Any structure on Lot 5 shall not be taller than 45 feet.
  3. Orientation: The building on Lot 5 shall face west toward Magnolia Pointe Boulevard.
- F. Lighting:
1. Lighting for parking lot, driveways, and utility areas; whether mounted on poles or walls of buildings, shall conform to Illuminating Engineering Society ("I.E.S.") standards for "cutoff" lighting fixtures.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

2. Lighting “trespass” onto adjacent property shall not exceed 0.1 foot candles at the property line.
  3. Ornamental and spotlighting for aesthetic effect, landscape accent, signage, etcetera, shall be directed onto the subject property.
- G. Access Standards:
1. Construction traffic shall access the property via State Road 50 and avoid Magnolia Pointe Boulevard unless prohibited by the Florida Department of Transportation or Lake County Public Works.
  2. Access to the site will be limited to the existing private road; Magnolia Pointe Boulevard, a right in/out from State Road 50 near the middle of the property line as shown on “Exhibit A”.
- H. Water and Sewer: Connection to central water and central sewer shall be required with all development.
- I. Concurrency Management Review: Prior to requesting approval, the Owner must undergo Lake County Concurrency Management Review or sign an affidavit of deferral, deferring concurrency management review.
- J. Development Review and Approvals: Prior to the issuance of any permits, the Owner shall be required to submit a formal site plan; as applicable, for review and approval by City of Clermont. The site plan shall meet all submittal requirements and comply with all City codes and ordinances, as amended.
- K. Future Development Orders: Any requested development order must comply with the City of Clermont Land Development Code, as amended, and the City of Clermont Comprehensive Plan, as amended.
- L. Concurrency Management Review and Vested Development Rights: Future rights to develop the property are subject to a finding that the development will meet the concurrency standards contained in the Lake County Comprehensive Plan and Land Development Regulations through Concurrency Management Review; without such a Review, no vested development rights shall have been granted by the County or acquired by the Applicant.
- M. Future Amendments to Statutes, Code, Plan and/or Regulations: The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City of Clermont Comprehensive Plan, and City of Clermont Land Development Code include any future amendments to the Statutes, Code, Plan, and/or Regulations.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

**SECTION 4: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 5: SEVERABILITY**

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

**SECTION 6: ADMINISTRATIVE CORRECTION**

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 7: RECORDING**

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

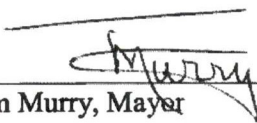


**CITY OF CLERMONT**  
**ORDINANCE NO. 2025-003**

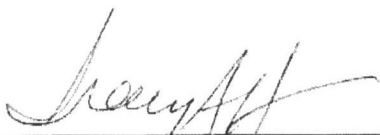
**DONE AND RESOLVED** by the City Council of the City of Clermont, Lake County, Florida, this 11th day of March, 2025.



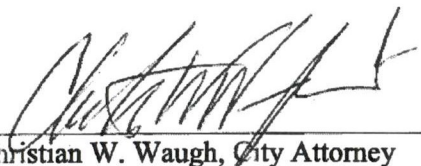
CITY OF CLERMONT

  
Tim Murry, Mayor

ATTEST:

  
Tracy Ackroyd Howe, MMC  
City Clerk

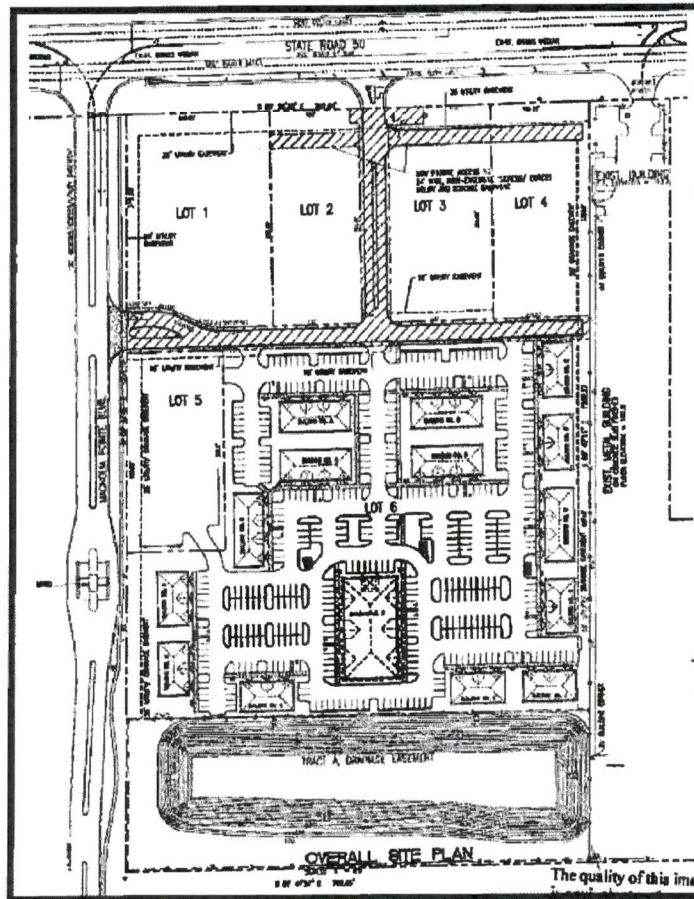
Approved as to form and legality:

  
Christian W. Waugh, City Attorney



**CITY OF CLERMONT**  
**ORDINANCE NO. 2025-003**

**Exhibit A**

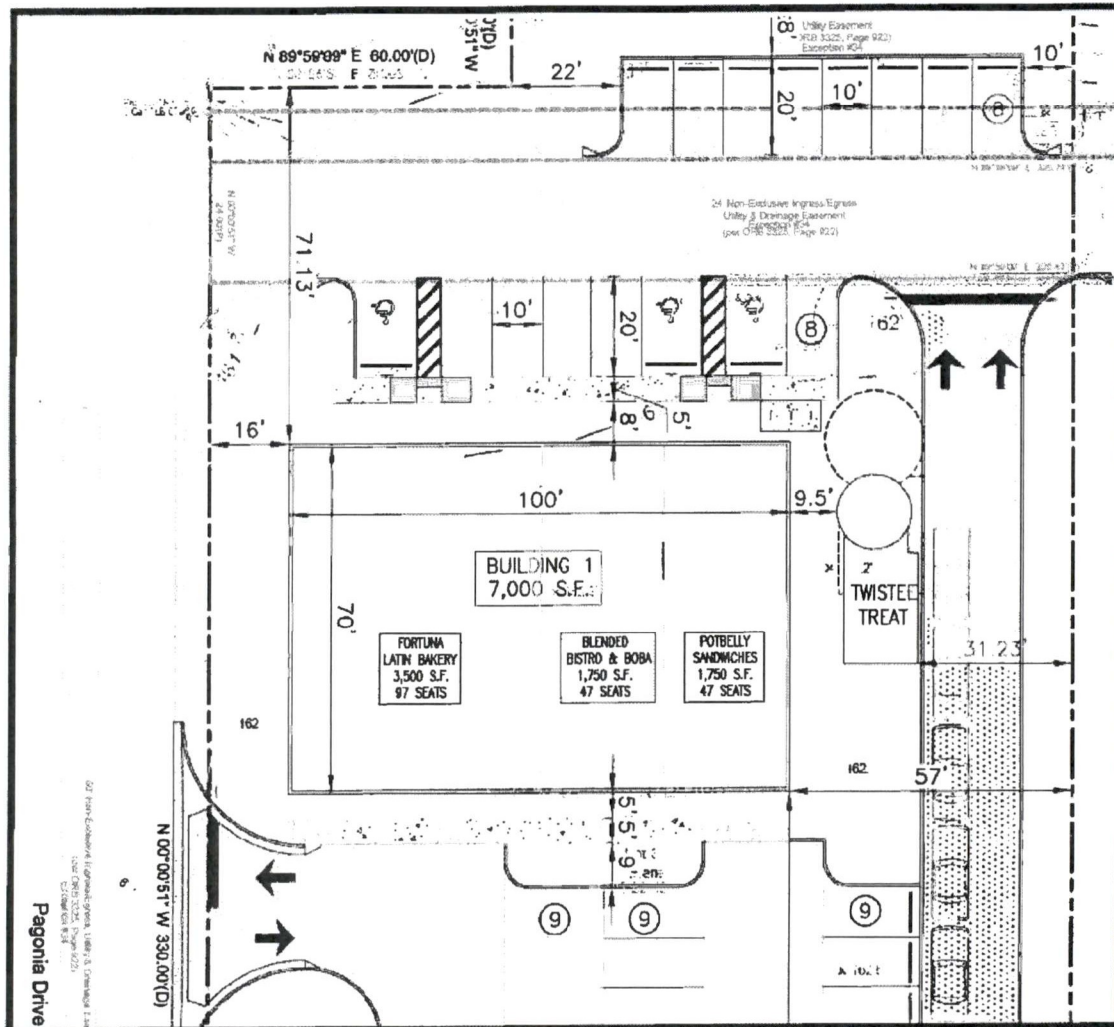


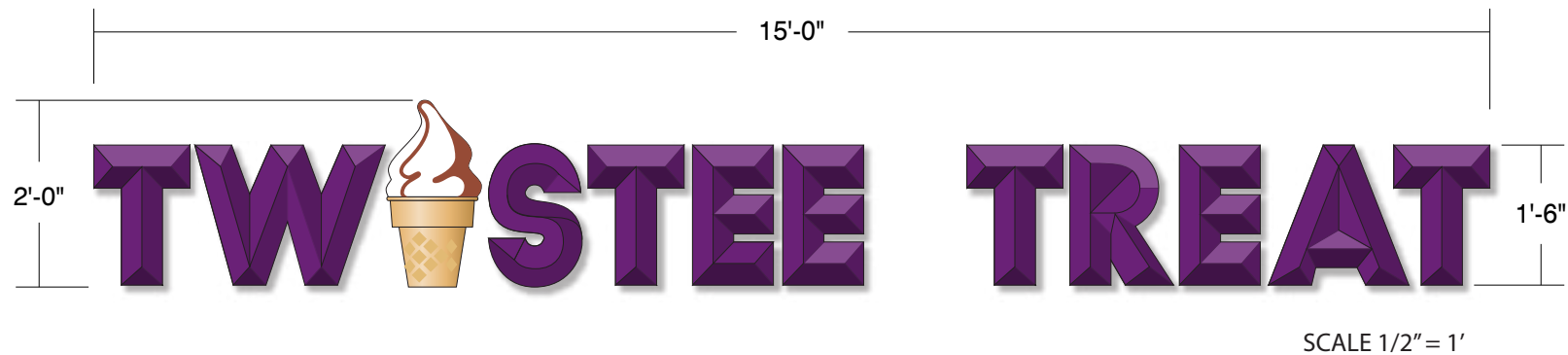




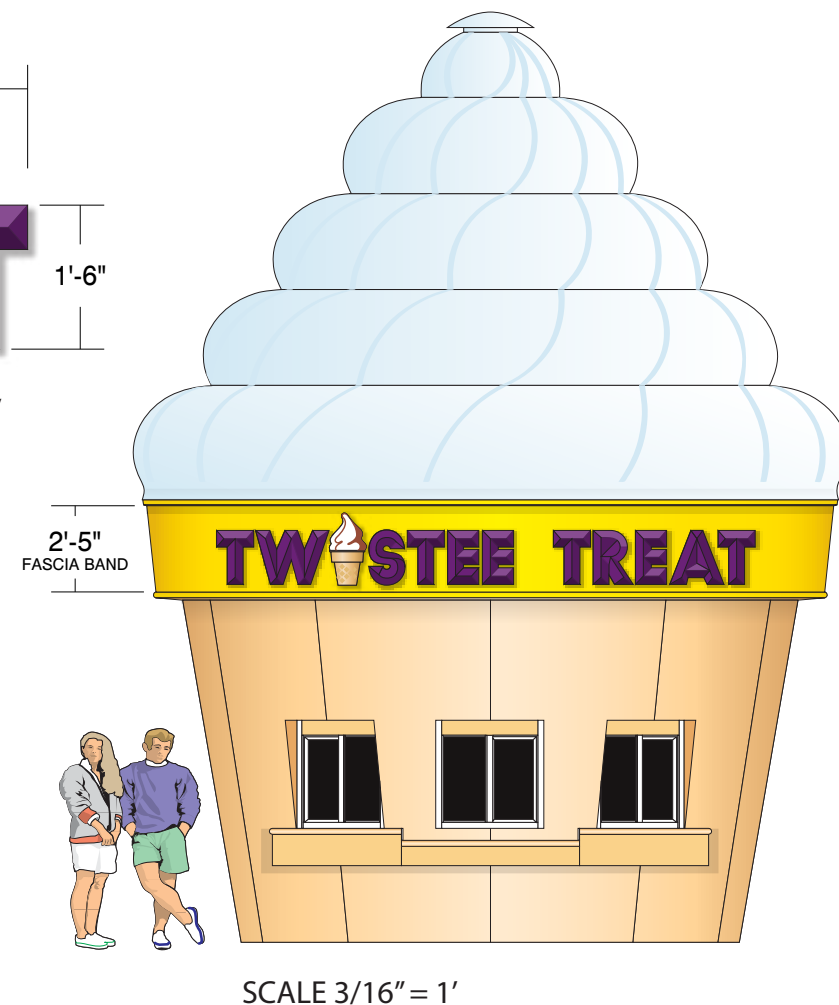
*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-003**

## Exhibit B





NON ILLUMINATED DIMENSIONAL WALL LETTER DISPLAY  
 LETTERS TO BE PRISMATIC FORMED PLASTIC  
 ICE CONE TO BE HALF ROUND  
 LETTERS AND LOGO PIN MOUNTED DIRECT TO CURVED FASCIA BAND WHERE AS SHOWN  
 ICE CREAM CONE MULTICOLORED AS SHOWN  
 ALL COPY TO MATCH PMS 2622c PURPLE



## ART-KRAFT SIGN COMPANY, INC.

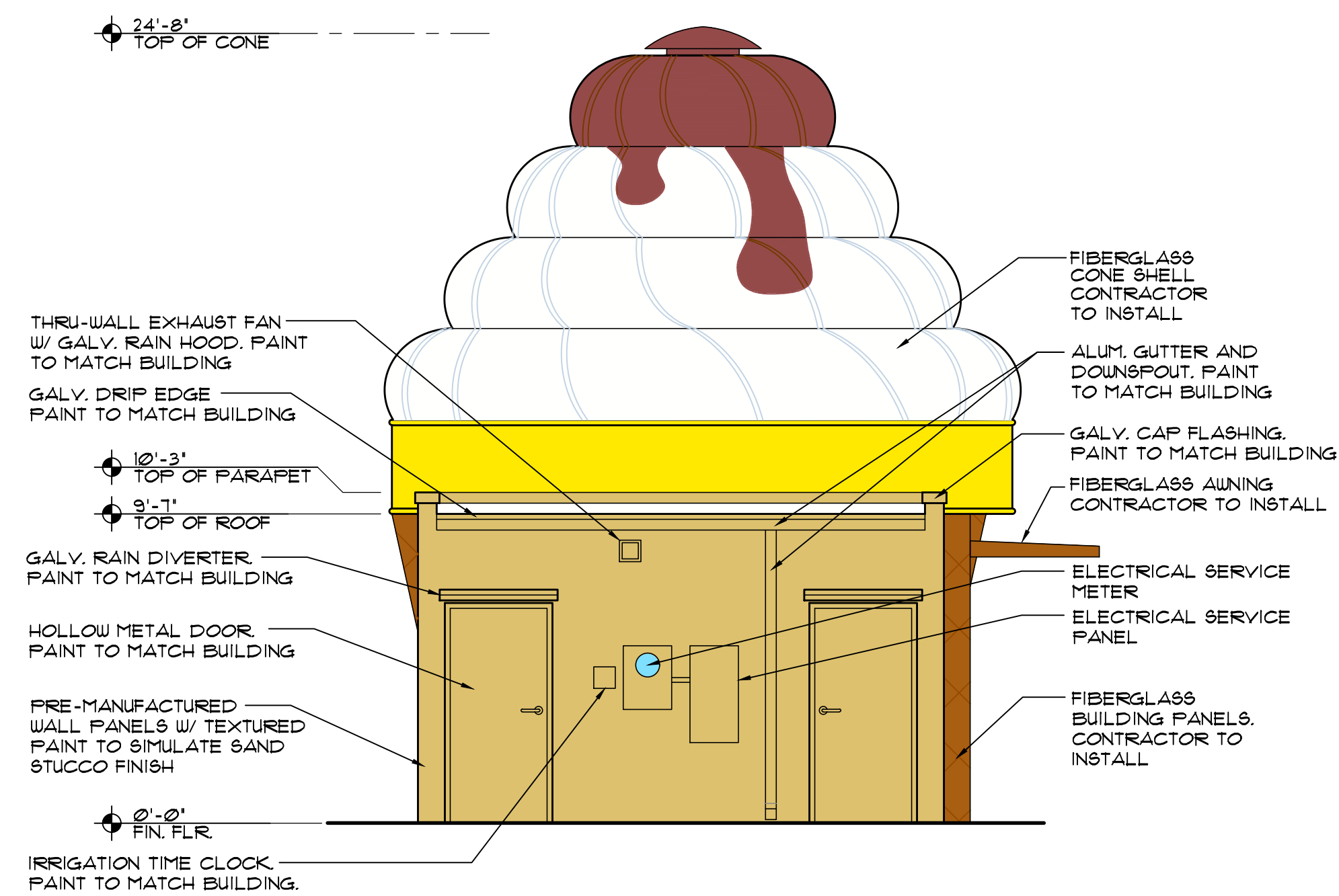
ART-KRAFT SIGN COMPANY IS NOT RESPONSIBLE  
 FOR PRIMARY ELECTRICAL HOOK-UP OF SIGN

|                        |                  |                |                   |      |
|------------------------|------------------|----------------|-------------------|------|
| CUSTOMER TWISTEE TREAT | DESIGN NO. 28390 | REVISION       | CUSTOMER APPROVAL | DATE |
| SALES REP. BOB         | DESIGNER WAYNE   | SCALE AS SHOWN | DATE 4 - 4 - 14   |      |

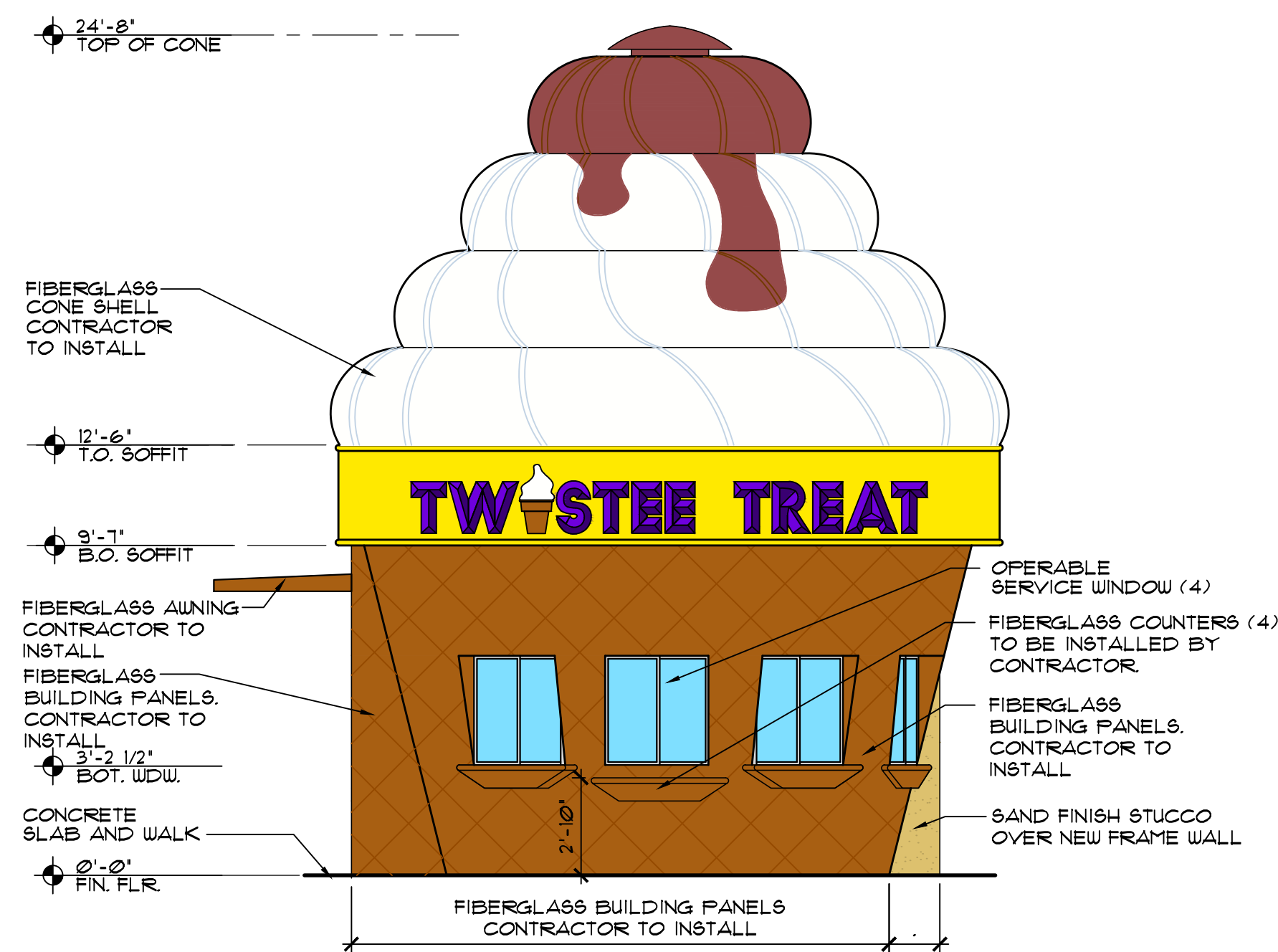
VISIT OUR WEB SITE AT  
<http://www.Art-Kraft.com>  
 Sales@Art-kraft.com

## Twistee Treat Color Scheme

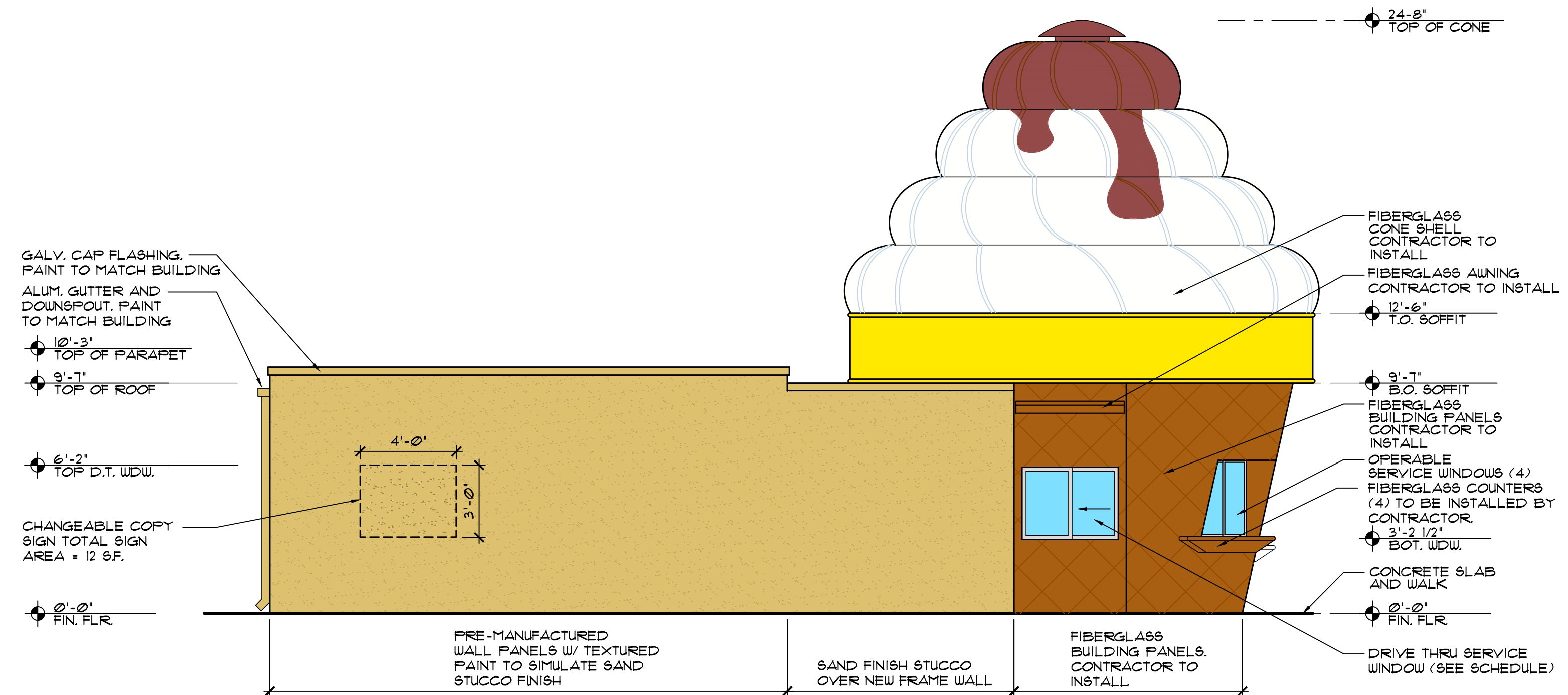
|           |
|-----------|
| DRAWN     |
| SE        |
| CHECKED   |
| DR        |
| DATE      |
| SCALE     |
| AS NOTED  |
| JOB NO.   |
| SHEET     |
| PROTOTYPE |
| 4 WINDOW  |
| OF        |
| SHEETS    |



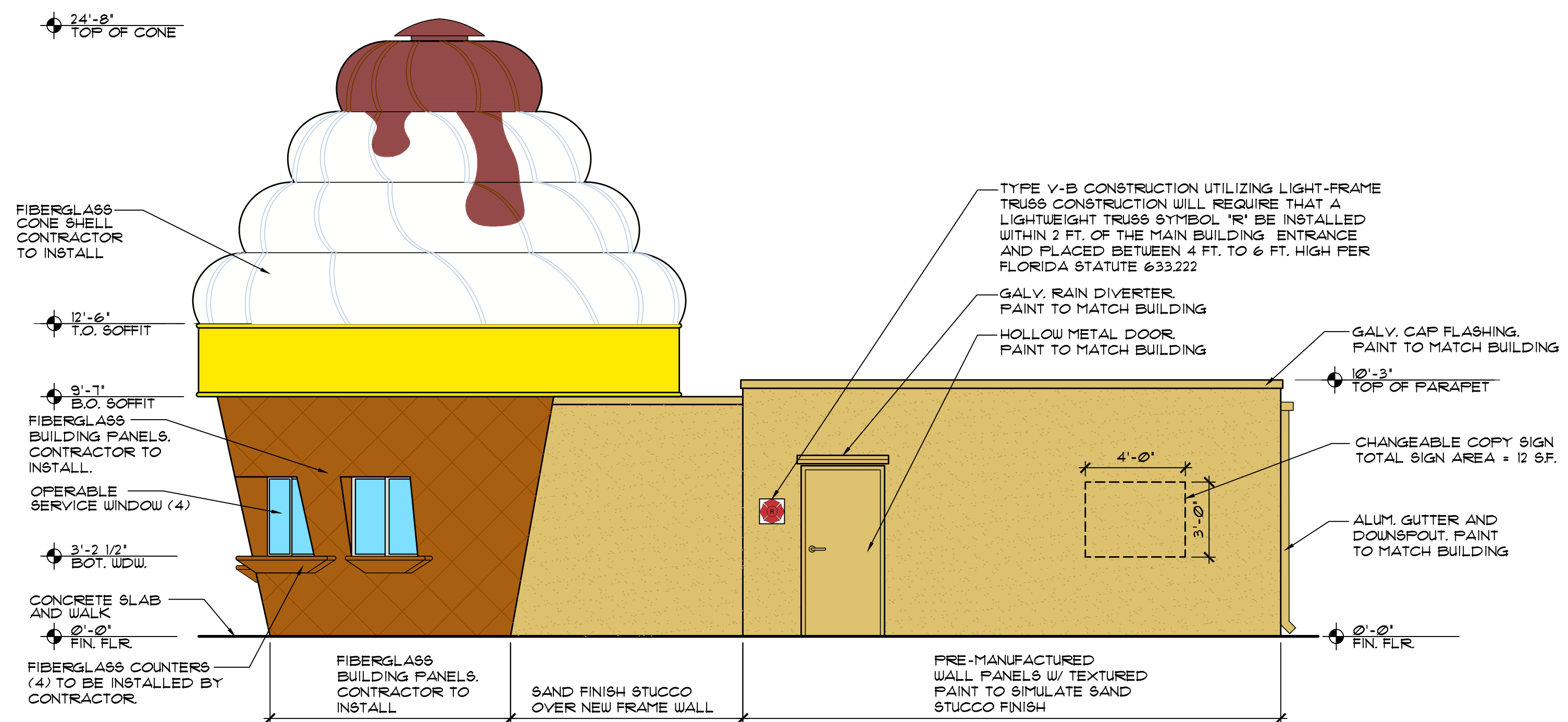
REAR ELEVATION  
SCALE: 1/4" = 1'-0"



FRONT ELEVATION  
SCALE: 1/4" = 1'-0"

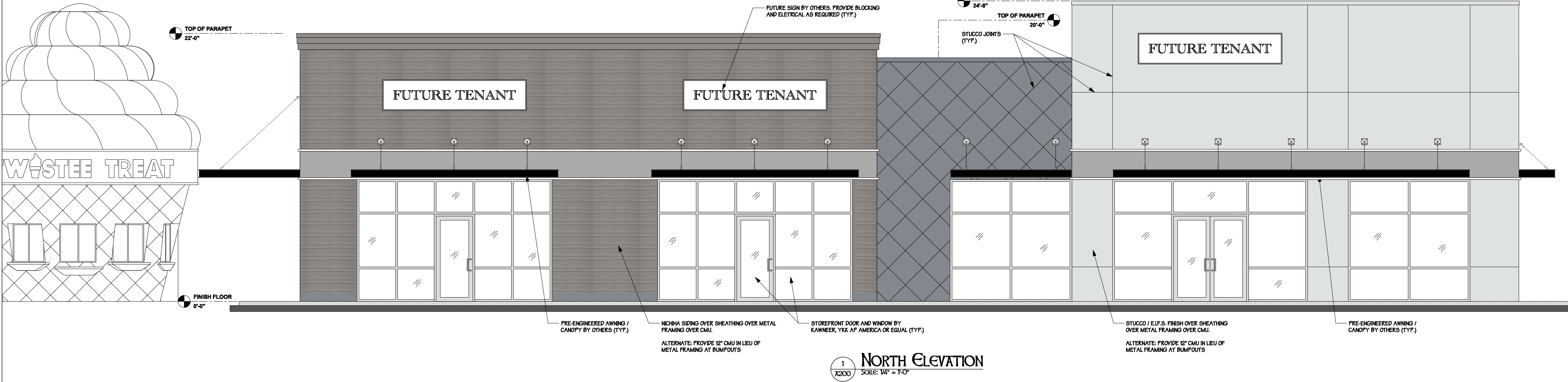


LEFT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"





| REVISIONS |      |             |
|-----------|------|-------------|
| REV.      | DATE | DESCRIPTION |
|           |      |             |
|           |      |             |

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**DONAHUE ARCHITECTURE, PC**  
1202 SW 17th Street, Ste 201-165  
Ocala, FL 34471  
T 352.867.5148  
E john@donahue-arch.com  
FL: # AR0017456

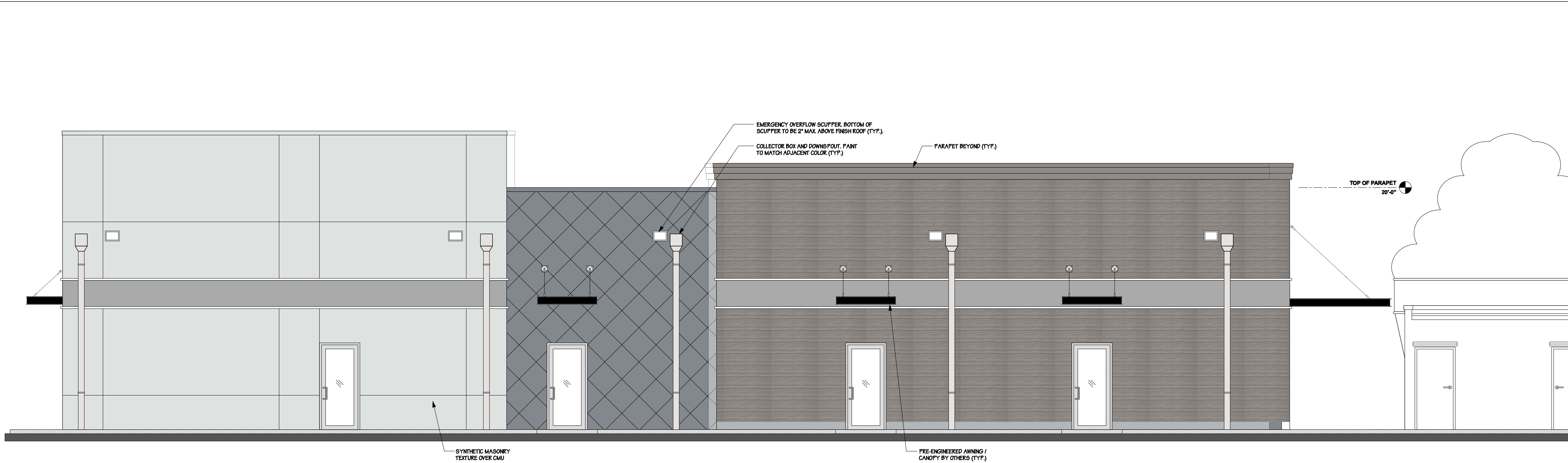
**DA**

**Elevations**

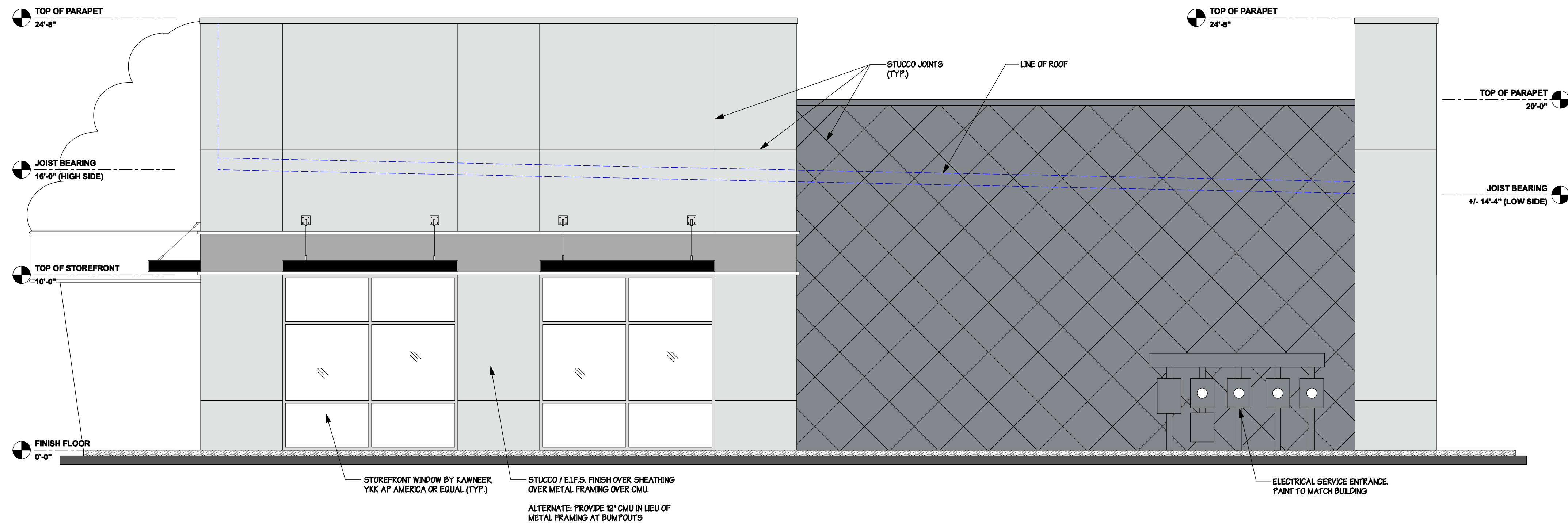
**A Shell Building for  
Magnolia Pointe Center**  
SR 50 (Colonial Dr)  
Clermont, FL 34711

| DATE        | 08/20/25  |
|-------------|-----------|
| JOB         | D_24184   |
| DRAWN BY    | JG, BG    |
| CHECKED BY  | JAD       |
| <b>A200</b> | <b>5</b>  |
| PERMIT SET  | <b>OF</b> |
|             | <b>20</b> |





1  
A201  
**SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"



2  
A201  
**WEST ELEVATION**  
SCALE: 1/4" = 1'-0"

| REVISIONS |      |             |
|-----------|------|-------------|
| REV.      | DATE | DESCRIPTION |
|           |      |             |
|           |      |             |

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FL: # AR0017456

**DA**

**Elevations**

**A Shell Building for  
Magnolia Pointe Center**  
SR 50 (Colonial Dr)  
Clermont, FL 34711

|             |          |    |
|-------------|----------|----|
| DATE        | 08/20/25 |    |
| JOB         | D_24184  |    |
| DRAWN BY    | JG, BG   |    |
| CHECKED BY  | JAD      | 6  |
| <b>A201</b> |          | OF |
| PERMIT SET  |          | 20 |



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                               |                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------|
| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                               |                                                   |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               |                                                   |
| Agenda Item Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |                                                   |
| Resolution No. 2025-033R<br><i>Opposition to SB 180</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                               |                                                   |
| Requested Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |                                                   |
| Staff Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                               |                                                   |
| This summer, the Florida legislature passed SB 180 under the pretext of protecting residents against onerous restrictions in land development regulations when rebuilding due to hurricanes. In practice, the law prevents all local governments from modifying their land development regulations to add almost anything and invalidates laws going all the way back to August 2024. Many municipalities and counties are considering joining or have already filed a new lawsuit to challenge the law. Different resolutions are being provided for the City Council to consider in this regard. |                                               |                                                   |
| Additional Analysis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                               |                                                   |
| Fiscal Impact Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                               |                                                   |
| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Fund Number and Description                   | Available Budget Amount                           |
| Exhibits Attached (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                               |                                                   |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 2025-033R - Opposition to SB 180 (09.03.2025) | 2025-033R - Opposition to SB 180 (09.03.2025).pdf |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-033R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, DECLARING OPPOSITION TO SB 180 BY, AMONG OTHER THINGS, REQUESTING THAT THE FLORIDA LEGISLATURE SUBSTANTIVELY AMEND OR REPEAL SB 180 IN ITS ENTIRETY, SUPPORTING LAWSUIT TO DECLARE THAT SB 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities “shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services,” and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

**WHEREAS**, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

**WHEREAS**, on June 26, 2025, Senate Bill 180 (“SB 180”), titled “Emergencies,” was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

**WHEREAS**, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose “more restrictive or burdensome” comprehensive plan amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, “Land Use and Zoning Regulations”) for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

**WHEREAS**, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

**WHEREAS**, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting “more restrictive or burdensome” Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and





*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-033R**

**WHEREAS**, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII, Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

**WHEREAS**, for example, despite SB 180 being titled “Emergencies,” SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28’s total ban on any “more restrictive or burdensome” Land Use and Zoning Regulations, and Section 18’s prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

**WHEREAS**, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature’s own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

**WHEREAS**, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

**WHEREAS**, Section 18 of SB 180 further usurps the municipal home rule authority guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

**WHEREAS**, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-033R**

**WHEREAS**, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

**WHEREAS**, the City Council of the City of Clermont (the "City") desires to express its opposition to SB 180 as passed by the Florida legislature and signed by Governor DeSantis, and to urge its substantive amendment to eliminate the above-described infirmities of the legislation or, alternatively, to eliminate SB 180 as codified in its entirety; and

**WHEREAS**, it is in the best interest of the City to express solidarity with other municipalities and counties challenging SB 180, including but not limited to pending litigation brought by attorneys at the Weiss Serota Helfman Cole + Bierman, PL law firm to invalidate SB 180; and

**NOW, THEREFORE**, be it resolved by the City Council of the City of Clermont, Florida, that:

**SECTION 1: RECITALS**

The above-stated recitals are hereby adopted and confirmed.

**SECTION 2: EXPRESSION OF OPPOSITION**

The City hereby opposes in the strongest possible terms SB 180 as codified in Florida Statutes and demands its substantive amendment or elimination and repeal as described above.

**SECTION 3: SUPPORT FOR LAWSUIT**

The City also expresses support for the pending lawsuit being prepared and filed by the Weiss Serota Helfman Cole + Bierman, PL law firm on behalf of numerous local governments across Florida, including both municipalities and counties.

**SECTION 4: CONFLICT**

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 5: SEVERABILITY**

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-033R**

**SECTION 6: ADMINISTRATIVE CORRECTION**

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

**SECTION 7: PUBLICATION AND EFFECTIVE DATE**

This Resolution shall be effective on September 9, 2025.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-033R**

**NOW, THEREFORE, BE IT RESOLVED**, that the above said resolution of the City Council of the City of Clermont, Florida be adopted on this 9th day of September, 2025.

CITY OF CLERMONT, FLORIDA

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality

---

Christian W. Waugh, City Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------|
| Meeting Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |                                          |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                      |                                          |
| Agenda Item Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |                                          |
| Resolution No. 2025-034R<br><i>Permitting site visits</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                      |                                          |
| Requested Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                      |                                          |
| Staff Report                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |                                          |
| Both the City Council and Planning and Zoning Board have expressed interest in adopting a resolution that would permit them to avail themselves of the provisions of §286.0115(1)(a) and (c), Fla. Stat., permitting ex-parte communications, site visits, ex-parte investigations, and expert opinions, upon full disclosure in a quasi-judicial hearing, consistent with the statute. These procedures will permit members of our governing boards to perform their own investigations and obtain relevant information in preparation for a quasi-judicial hearing without the implicit prejudice to such gathering currently required under Florida law. |                                      |                                          |
| Additional Analysis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                      |                                          |
| Fiscal Impact Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                      |                                          |
| Fiscal Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Fund Number and Description          | Available Budget Amount                  |
| Exhibits Attached (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                      |                                          |
| 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2025-034R - Site Visits (09.03.2025) | 2025-034R - Site Visits (09.03.2025).pdf |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-034R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, ADOPTING PROCEDURES FOR EX-PARTE INVESTIGATIONS BY CITY COUNCIL AND PLANNING AND ZONING COMMISSION MEMBERS FOR QUASI-JUDICIAL MATTERS AND ELIMINATING PER SE PREJUDICE ARISING FROM SUCH INVESTIGATIONS PURSUANT TO SECTION 286.0115, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Section 286.0115, Florida Statutes, authorizes municipalities to adopt resolutions that remove the per se prejudice arising from communications between local public officials and members of the public regarding matters subject to pending quasi-judicial hearings; and

**WHEREAS**, Section 286.0115, Florida Statutes, provides the statutory requirements for such resolutions to authorize such communications and remove their per se prejudicial effect; and

**WHEREAS**, the City of Clermont's Planning and Zoning Commission has indicated a consensus to the City Council that it desires such procedures; and

**WHEREAS**, the City Council of the City of Clermont finds it necessary and desirable to adopt the procedures described in Section 286.0115, Florida Statutes, to authorize its members, and the commissioners of the Planning and Zoning Commission, to communicate with members of the public regarding pending matters subject to quasi-judicial hearings, including performing site visits and soliciting expert opinions, as may be permitted by the statute and subject to its requirements, including disclosure.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Clermont, Florida, that:

**SECTION 1: DEFINITIONS**

For the purposes of this Resolution, the following definitions shall apply.

1. **Ex Parte Communication** refers to any communication by one party to a quasi-judicial proceeding, either in person or in writing, with a member of the board that will preside over the proceeding.
2. **Quasi-Judicial Decision** is an action resulting from judicial inquiries that investigate, declare, and enforce rights and liabilities based on specific facts and existing laws, and, while these decisions enforce or apply the law to a specific situation, they do not create new law.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-034R**

**SECTION 2: ACCESS PERMITTED**

Any person not otherwise prohibited by statute, charter provision, or ordinance may discuss with members of the City Council or Planning and Zoning Commission (together, hereinafter, the “Boards”) the merits of any matter on which quasi-judicial decisions may be taken by either Board, so long as the following process is observed:

(1) The substance of any ex parte communication with a member of the applicable Board making the quasi-judicial decision which relates to quasi-judicial action pending before the member shall not be presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before final action on the matter.

(2) The members of the applicable Board may read a written communication from any person. However, a written communication that relates to quasi-judicial decisions pending before the local public official shall not be presumed prejudicial to the action and such written communication shall be made a part of the record before final action on the matter.

(3) Board members may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial decisions pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

(4) Disclosure made pursuant to paragraphs (1), (2) and (3) must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

**SECTION 3: CONFLICT**

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 4: SEVERABILITY**

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

**SECTION 5: ADMINISTRATIVE CORRECTION**

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener’s errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.





*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-034R**

**SECTION 6: PUBLICATION AND EFFECTIVE DATE**

This Resolution shall be effective on September 9, 2025.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-034R**

**NOW, THEREFORE, BE IT RESOLVED**, that the above said resolution of the City Council of the City of Clermont, Florida be adopted on this 9<sup>th</sup> day of September, 2025.

CITY OF CLERMONT, FLORIDA

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality

---

Christian W. Waugh, City Attorney



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                     |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                |
| Resolution No. 2025-035R<br><i>Banking Services Agreement</i>                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                                |
| Requesting approval to authorize an agreement between the City of Clermont and TD Bank to provide custodial banking services.                                                                                                                                                                                                                                                                                                                                                                          |                                                     |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                                |
| Please find attached an agreement with TD Bank to establish Custodial Banking Services. This agreement authorizes the opening of an account specific to custodial services for city investment accounts. The purpose of the custodial account is to segregate investment funds managed by the City's Investment Manager (PFM Asset Management) from operating funds. Custodial account services were not included in the RFP award to JPMorgan Chase Bank for Bank Deposit Services earlier this year. |                                                     |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                     |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                     |                                |
| Investment banking fees are included in the annual operating budget for the Finance Department in account 10513-54909.                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Fund Number and Description</b>                  | <b>Available Budget Amount</b> |
| \$5,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | General Fund                                        | \$22,000                       |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     |                                |
| 1. 2025-035R - Custodial Bank Account (09.03.2025)                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2025-035R - Custodial Bank Account (09.03.2025).pdf |                                |
| 2. Non-Discretionary+Account+Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Non-Discretionary+Account+Agreement.pdf             |                                |
| 3. Investment+Disclosure+and+Authorization                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Investment+Disclosure+and+Authorization.pdf         |                                |
| 4. Flow of Funds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Flow of Funds.pdf                                   |                                |



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-035R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS WITH TD BANK, N.A., AND ITS AFFILIATES, INCLUDING A NON-DISCRETIONARY ACCOUNT AGREEMENT, FOR THE CITY TO OBTAIN A NEW CUSTODIAL BANK ACCOUNT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, in January 2025, the City approved a contract award with JPMorgan Chase Bank, N.A. for bank depository services after an RFP process due to the expiration of a banking services agreement with Fifth Third Bank on September 30, 2024; and

**WHEREAS**, most banking services have switched to JPMorgan Chase Bank, but Fifth Third Bank still retains a custodial account;

**WHEREAS**, the City requires use of a third party custodian such as a high-quality, trusted bank for its custodial account in order to safeguard assets of the City, which are used by the City's broker for investments and to properly segregate such assets from the City's operational funds;

**WHEREAS**, the use of a third party custodian for these assets also adds a layer of control and verification for the City that meets the approval of the City's auditors and is recognized as a best practice;

**WHEREAS**, JPMorgan Chase Bank, the chosen vendor for banking services in January 2025, does not offer custodial bank account services and cannot accept the assets that the City has retained with Fifth Third Bank after the expiration of its agreement with Fifth Third Bank;

**WHEREAS**, the City's Finance Department has identified and selected TD Bank, N.A., and its affiliates, as a qualified bank that is willing to offer the City a custodial bank account that meets the City's needs; and

**WHEREAS**, this Resolution authorizes the City to obtain the custodial bank account at TD Bank, N.A., and the execution of any documents reasonably necessary to obtain said account, including the Non-Discretionary Account Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clermont, Florida as follows:

**SECTION 1:**

The City directs its staff, including the City Manager and Finance Director, to open a custodial bank account at TD Bank, N.A., and its affiliates, and authorize the City Manager or his designee to execute such documents, including but not limited to the Non-Discretionary Account Agreement and Investment Disclosure and Authorization, as may be reasonably necessary to obtain such bank account, and to take all necessary measures to transfer and protect all City assets held in current custodial account(s) to the new one at TD Bank, N.A.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-035R**

**SECTION 2: CONFLICT**

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 3: SEVERABILITY**

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

**SECTION 4: ADMINISTRATIVE CORRECTION**

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

**SECTION 5: PUBLICATION AND EFFECTIVE DATE**

This Resolution shall be effective on September 9, 2025.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-035R**

**DONE AND RESOLVED** by the Mayor of the City Council of the City of Clermont, Florida, this 9th day of September, 2025.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to Form and Legality:

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Christian W. Waugh, City Attorney



## A. Account Information

### Account Information

*These questions are essential for us to learn about your business, so that we may provide you with the appropriate services and advice. We respect your privacy and are committed to safeguarding your personal information. This information will be used and disclosed only in accordance with applicable law and our privacy policies.*

### Client Information

Account Title: \_\_\_\_\_

Legal Entity Name (Client): \_\_\_\_\_

Legal Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Tax Year End Date (MM/DD/YYYY): \_\_\_\_\_

Trustee (required for ERISA plans): \_\_\_\_\_

Authorized Signer (name and address): \_\_\_\_\_

Authorized Signer (name and address): \_\_\_\_\_

Authorized Signer (name and address): \_\_\_\_\_

Other Parties to Receive Statements (name and address): \_\_\_\_\_

## B. Investment Responsibility & Objective

### 1.1 Investment Responsibility:

**Non-Discretionary:** The client will instruct the Bank on all investment changes, and the Bank will not provide any advice on investments or changes. The Bank has no obligation to take action on the assets in the Account in the absence of instructions from the Client.

### 1.2 Account Description (Select all that apply)

- ☐ Bond Trustee
- ☐ Escrow
- ☐ Custody
- ☐ ERISA Plan
- ☐ Non-ERISA Employee Plan
- ☐ Directed Trust

2.0 Toronto-Dominion Bank (TD) or Affiliate Securities: I acknowledge that it is the Bank's policy not to acquire or retain TD or affiliate securities in accounts unless specifically authorized by the governing instrument or court order, or unless so directed by the account's principal, grantor or other authorized person. In addition, the Bank will not render investment advice with regard to any TD or affiliate security held in accounts under management. By initialing below, I authorize and direct the Bank to retain any shares of TD or any affiliate security deposited to my account, and I confirm that I understand that the Bank will not provide investment advice with regard to the TD or affiliate holding.

\_\_\_\_\_  
(Authorized Signer Initials)

| SECURITIES AND INSURANCE |                   |                |
|--------------------------|-------------------|----------------|
| NOT FDIC INSURED         | NO BANK GUARANTEE | MAY LOSE VALUE |



## C. List of Assets and Authorized Instructions

Please provide any third party investment advisor information as well as tax preparer information.

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## D. Online Access

The Bank offers its clients access to their account through the internet.

Are you interested in this service? (Please select response) ☐ YES ☐ NO

If Yes, would you like to receive your account statements via Online? (Please select response) ☐ YES ☐ NO

Authorized Signer (Name and Email Address: \_\_\_\_\_)

Authorized Signer (Name and Email Address: \_\_\_\_\_)

Authorized Signer (Name and Email Address: \_\_\_\_\_)

## E. Client Agreement

### Account.

The Client has opened an account with TD Bank, N.A. (the "Bank") as indicated above. The Bank will establish and maintain Client's account(s) ("Account") in Client's name in accordance with this agreement ("Agreement"), corporate resolution, appointing document and/or other governing document (the "Governing Documents") establishing the Account. For the purposes of this Agreement "Client" means party(s) identified as Client in section A above.

### Services.

The Bank will provide the services agreed to by and between the Client and the Bank as set forth in the Governing Documents. Where there is a conflict between the services to be provided by the Bank, the Client and the Bank agree that the Governing Documents will control.

The Bank will not make any investment recommendations or provide investment advice on any assets held in the Account.

The Bank agrees, as applicable, to: (i) receive the assets deposited in the Account and keep such assets separate from all other assets held by, or owned by the Bank; (ii) collect all income coming due on the assets and principal upon maturity or sale; (iii) keep accurate records of all transactions in the Account and furnish the Client with monthly Account statements in the Bank's customary form, as it may be amended from time to time; (iv) provide annual tax

information summaries and will maintain appropriate records therefore; (v) follow instructions received from the Client or person's authorized to act on the Client's behalf; (vi) effectuate directed investments in permitted securities including accurate purchase or receipt, custody, pricing and redemption; (vii) disburse funds; and (viii) provide recordkeeping and reporting services as needed. Additional fees may be applicable to certain services.

The Bank is authorized to hold securities in the name of the Bank's nominee and to use a clearing corporation and a custodian for Account assets, The Client retains legal ownership of the assets of the Account, with the privileges and responsibilities of ownership, except as to responsibilities specifically delegated to the Bank.

### Representations and Responsibilities.

Client represents and warrants to the Bank that any information provided by Client to the Bank with respect to this Account and this Agreement is complete and accurate. Client agrees that any direction given to the Bank by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, or action taken by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, will be proper under this Agreement, and that the Bank is entitled to rely upon any such information or direction. If the Bank fails to receive direction from the Client, Client's authorized agent, authorized signer or other authorized third party administrator, regarding any transaction, if

the Bank receives ambiguous direction regarding any transaction, or if the Bank, in good faith, believes that any transaction requested is in dispute, the Bank reserves the right to take no action until further clarification acceptable to the Bank is received from the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client. the appropriate signatory or government or judicial authority, as applicable.

#### Client Appointment of Agent.

The Bank may permit the Client to appoint, through written notice acceptable to the Bank, an authorized agent to act on Client's behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), but the Bank has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Bank will not be responsible for losses of any kind that may result from directions, actions, or failures to act by Client's authorized agent, and the Client agrees to reimburse the Bank for any loss the Bank may incur as a result of such directions, actions, or failures to act by such authorized agent.

#### ERISA Accounts.

The Client acknowledges and agrees that the Bank is not acting as a fiduciary and is not considered a fiduciary under ERISA. The Client acknowledges and agrees that the Bank: (i) is not and will not exercise any discretionary authority or discretionary control over the management of any ERISA account, or exercise any authority or control over the management or disposition of ERISA account assets; (ii) has not and will not render investment advice (within the meaning of ERISA) to any ERISA account for a fee, and does not have any authority or responsibility to do so; and (iii) has no discretionary authority or discretionary responsibility over the administration of any ERISA account. ERISA used herein refers to the Employee Retirement Income Security Act of 1974.

#### Fees.

Client agrees to be responsible for payment of fees to the Bank for the services provided under this Agreement at the time such fees are due. The fees will be determined at the time this Agreement is entered into. Such fees may be subject to change on written notice. If fees are not paid when due the Bank reserves its right to pursue available legal options.

#### Communications with Client.

Except as otherwise set forth in this Agreement, the Client may communicate with the Bank orally, in writing, or via electronic means including facsimile or electronic mail (e-mail). The Bank will require that any instructions be made in writing and may require further confirmation before any action is taken based on the instructions.

#### Governing Law.

Except to the extent preempted by the Governing Documents or federal law, this Agreement and the interpretation and application of the provisions hereof shall be governed and construed in accordance with the laws of New York, without giving effect to its choice of law provisions.

Indemnity/Liability. Except to the extent that indemnity and liability are set forth in the Governing Documents, the Client agrees to defend, indemnify and hold the Bank harmless from any and all actions, claims, liabilities, damages and expenses, including without limitation costs of defense and reasonable attorneys' fees, (collectively "Claims") which the Bank may suffer, incur or be caused to pay arising out of the Bank's performance pursuant to this

Agreement, except to the sole extent that any such Claim arises from the Bank's bad faith, willful misconduct or breach of this Agreement.

The Bank will not be responsible for losses of any kind that may result from the Clients' direction to the Bank or the Client's actions or failure to act, and Client agrees to reimburse the Bank for any loss it may incur as a result of such directions, actions or failure to act.

Market Decline. Client acknowledges that the Account is and shall be subject to market fluctuations, and the Bank does not warrant or represent any level of performance or return for the Account.

Arbitration. Except to the extent that arbitration and/or litigation procedures are set forth in the Governing Documents, the parties agree that any controversy, claim or dispute concerning any transaction, or connected with or arising out of this Agreement or any other agreement between the parties, arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules. Any arbitration award shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. The arbitration shall be governed by the laws of the State of New York. Unless otherwise agreed to by the parties, any arbitration will be held in New York, New York. Notwithstanding this binding arbitration clause, Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitrable under federal law. In the event of any legal action taken to resolve a dispute between the parties, the prevailing party shall be entitled to recover reasonable legal fees and costs.

Other Litigation. The Bank is under no obligation to pursue in court any claim against a third party for money or property due to the Client.

Modification/Termination. Except as otherwise set forth in the Governing Documents and applicable state law, this Agreement may be modified by mutual written consent and may be terminated by either party without advance notice.

#### Notices.

All notices hereunder shall be delivered in accordance with the Governing Documents.

#### Assignment.

This Agreement is not assignable by any party without the consent of the other party.

#### Counterparts.

This Agreement may be executed in one or more counterparts and all counterparts together shall constitute a single agreement among the parties.

#### Users and Security.

Where Client on-line access is permitted, Client agrees that Client is responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the user IDs, passwords and codes (collectively, "IDs") assigned by the Bank to Clients, (2) not allowing unauthorized persons to use their IDs, (3) any charges or damages that may be incurred as a result of

Client’s failure to maintain the strict confidentiality of their IDs, and (4) promptly informing the Bank of any need to deactivate an ID due to security concerns. The Bank is not liable for any harm related to the theft of IDs assigned to Client, Client’s disclosure of such IDs, or Client allowing another person or entity to access and use such IDs.

Entire Agreement.

This Agreement, including the Governing Documents, constitutes the entire understanding between the parties relating to the subject

matter contained herein and merges and supersedes all prior discussions and writings between them. No party shall be bound by any condition, warrant, or representation other than as expressly stated in the Agreement or subsequently set forth in a writing signed by all parties.

Severability.

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement

IN WITNESS WHEREOF, \_\_\_\_\_ Authorized Signer, \_\_\_\_\_  
the Authorized Signer, \_\_\_\_\_ the Authorized Signer, and TD Bank, N.A., Agent, have hereunto set their hands, this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and I acknowledge receipt of the privacy  
notice.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Authorized Signer

TD Bank, N.A. By: \_\_\_\_\_  
Name Signature

**INVESTMENT DISCLOSURE AND AUTHORIZATION**

**TD BANK, N.A. FDIC DEPOSIT SWEEP  
CUSIP 711990333**

**Client:**

**Account Number:**

**DISCLOSURE**

The Fund is sponsored by TD Bank, National Association.

FDIC Insured up to \$250,000

- All client accounts, under the same Tax Identification Number, held at TD Bank N.A., will be subject to the \$250,000 FDIC insurance limit.
- Balances in excess of \$250,000 will be collateralized by AAA Corporate, Treasury or Agency bonds
- Offers safety of FDIC Insurance

**AUTHORIZATION**

With respect to the above referenced Account of the Client, TD Bank, N.A. is hereby authorized and directed to invest account cash balances pending investment or distribution in the TD Bank, N.A. FDIC Deposit Sweep.

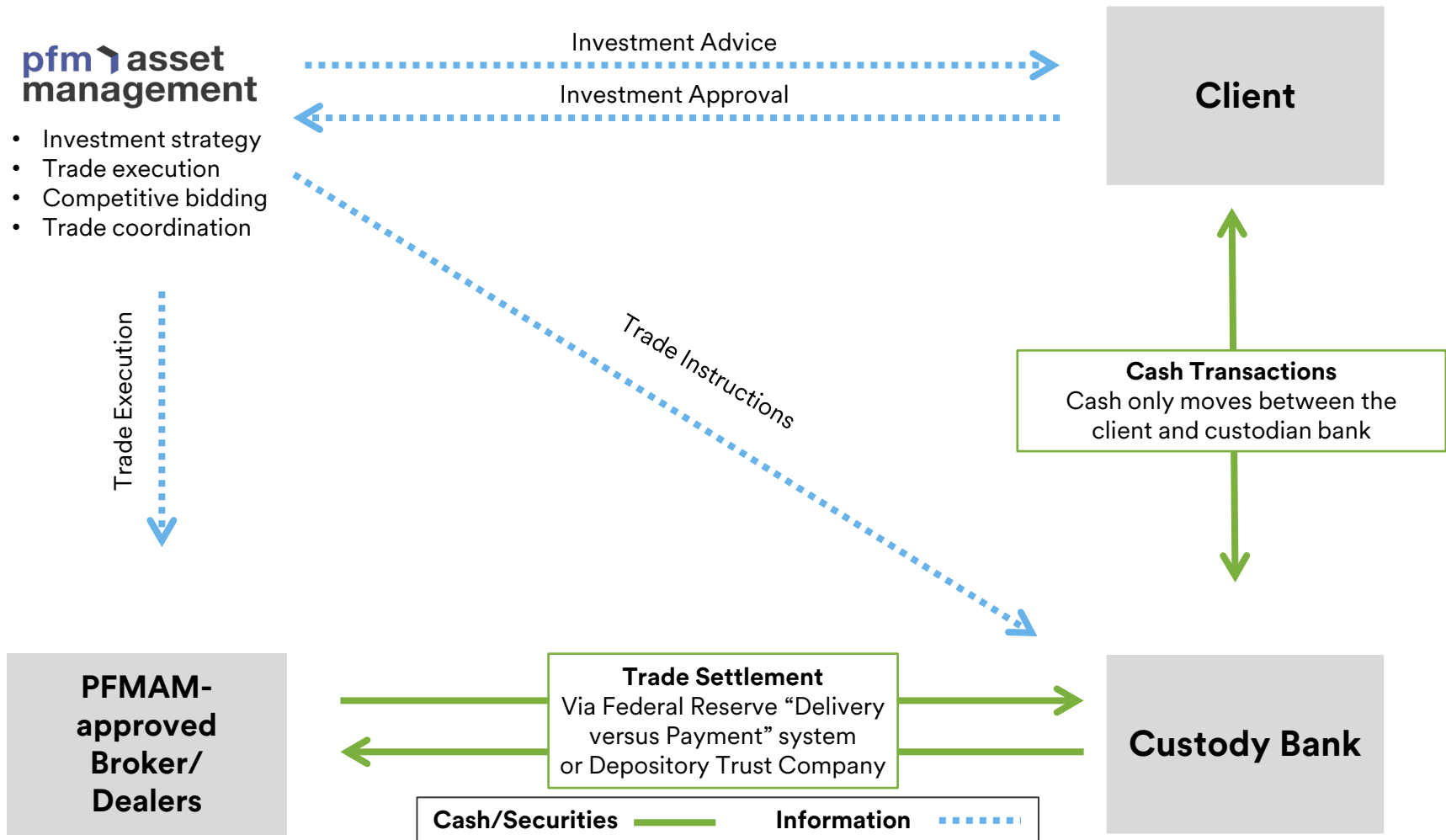
CLIENT

---

Authorized Signature

DATE

# PFMAM's Role in the Flow of Funds



*For illustrative purposes only.*

# Disclosures

*The views expressed within this material constitute the perspective and judgment of U.S. Bancorp Asset Management, Inc. at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Information contained herein is based on data obtained from recognized statistical services, issuer reports or communications, or other sources, believed to be reliable. No representation is made as to its accuracy or completeness.*

*PFM Asset Management serves clients in the public sector and is a division of U.S. Bancorp Asset Management, Inc., which is the legal entity providing investment advisory services. U.S. Bancorp Asset Management, Inc. is a registered investment adviser, a direct subsidiary of U.S. Bank N.A. and an indirect subsidiary of U.S. Bancorp. U.S. Bank N.A. is not responsible for and does not guarantee the products, services, or performance of U.S. Bancorp Asset Management, Inc.*

**NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE**





# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                        |                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                        |                                |
| Resolution No. 2025-036R<br><i>Wastewater Bulk Rate Adjustment</i>                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                        |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                        |                                |
| Consider Approval of Resolution No. 2025-036R.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                        |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                        |                                |
| Please find attached a resolution to adjust bulk rates to the City's Intergovernmental Wholesale Rate agreements for wastewater services. As outlined in the resolution, this applies to previous intergovernmental agreements with the Town of Montverde, City of Minneola, and Town of Oakland, and includes escalating rates through FY 2027-2028. These proposed rate adjustments match those included in the 5-year adjustment schedule that applies to Clermont residents effective on October 1st. |                                        |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                        |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                        |                                |
| The anticipated increase in revenue is included in the Proposed FY 2025-2026 Budget.                                                                                                                                                                                                                                                                                                                                                                                                                      |                                        |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Fund Number and Description</b>     | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                        |                                |
| 1. 2025-036R - Bulk Rate (09.04.2025)                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2025-036R - Bulk Rate (09.04.2025).pdf |                                |
| 2. Montverde Full Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Montverde Full Agreement.pdf           |                                |
| 3. Minneola Full Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Minneola Full Agreement.pdf            |                                |
| 4. Oakland Full Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Oakland Full Agreement.pdf             |                                |





*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-036R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, APPROVING ADJUSTMENTS TO THE CITY'S INTERGOVERNMENTAL WHOLESALE RATE FOR WASTEWATER SERVICES PURSUANT TO INTERLOCAL AGREEMENTS WITH THE TOWN OF MONTVERDE, CITY OF MINNEOLA, AND TOWN OF OAKLAND; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, in 2013, the City of Clermont (the "City") entered into a valid interlocal agreement styled as the "Interlocal Agreement between the City of Clermont and the Town of Oakland for Provision of Wastewater Services," such interlocal agreement allowing Oakland to send some of its wastewater to the City for treatment and disposal in exchange for payment of an amount per thousand gallons of wastewater accepted by the City described in the agreement as the "Intergovernmental Wholesale Rate"; and

**WHEREAS**, in 2014, the City entered into a substantially similar valid interlocal agreement styled as the "Interlocal Agreement between the City of Clermont and the Town of Montverde for Provision of Wastewater Services," such interlocal agreement allowing Montverde to send some of its wastewater to the City for treatment and disposal in exchange for payment calculated based on the Intergovernmental Wholesale Rate described in that agreement; and

**WHEREAS**, in 2017, the City and Montverde entered into the "First Amended and Restated Interlocal Agreement between the City of Clermont and the Town of Montverde for Provision of Wastewater Services," which amended and replaced the prior interlocal agreement; and

**WHEREAS**, in 2019, the City entered into a valid interlocal agreement styled as the "Interlocal Agreement between the City of Clermont and the City of Minneola for Provision of Wastewater Services," such interlocal agreement allowing Minneola to send some of its wastewater to the City for treatment and disposal in exchange for payment calculated based on the Intergovernmental Wholesale Rate; and

**WHEREAS**, in each of the three interlocal agreements, the Intergovernmental Wholesale Rate shall increase on October 1 of each year by an annual automatic adjustment rate established by the City Council and applicable to all City sewer utility customers; and

**WHEREAS**, for some years, the City adjusted the Intergovernmental Wholesale Rate by a rate provided by the Florida Public Service Commission, which has kept the Intergovernmental Wholesale Rate substantially below the rate intended and required by the interlocal agreements; and



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-036R**

**WHEREAS**, this Resolution adjusts the Intergovernmental Wholesale Rate for the next four years in a manner to comply with the City’s obligations under the interlocal agreements.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Clermont, Florida as follows:

**SECTION 1:**

The Intergovernmental Wholesale Rate shall be adjusted to \$7.11 per thousand gallons of wastewater on October 1, 2025 for the Town of Oakland, Town of Montverde, and City of Minneola (the “Benefitted Municipalities”). The Intergovernmental Wholesale Rate shall then be increased by eight percent (8%) on October 1, 2026 to \$7.68 per thousand gallons for the Benefitted Municipalities and then eight percent (8%) again on October 1, 2027 to \$8.29 per thousand gallons for the Benefitted Municipalities. Finally, beginning on October 1, 2028, the Intergovernmental Wholesale Rate shall be increased pursuant to the provisions of each applicable interlocal agreement in the manner indicated in those agreements.

**SECTION 2: CONFLICT**

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 3: SEVERABILITY**

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

**SECTION 4: ADMINISTRATIVE CORRECTION**

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener’s errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

**SECTION 5: PUBLICATION AND EFFECTIVE DATE**

This Resolution shall be effective on September 9, 2025.



*CITY OF CLERMONT*  
**RESOLUTION NO. 2025-036R**

**DONE AND RESOLVED** by the Mayor of the City Council of the City of Clermont, Florida, this 9th day of September, 2025.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to Form and Legality:

---

Christian W. Waugh, City Attorney

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF CLERMONT AND  
THE TOWN OF MONTVERDE FOR PROVISION  
OF WASTEWATER SERVICES**

THIS AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE TOWN OF MONTVERDE, Florida (hereafter referred to as "MONTVERDE"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

WHEREAS, MONTVERDE operates a water utility that serves approximately 632 customers, and

WHEREAS, MONTVERDE'S water utility customers presently use septic tanks as a means of wastewater removal; and

WHEREAS, MONTVERDE would like to provide wastewater services and implement a wastewater system within its water utility and thereby provide means to eliminate or reduce the use of septic tanks for waste removal for a new development within MONTVERDE'S 180 Utility District; and

WHEREAS, MONTVERDE recognizes the financial constraints of constructing its own wastewater treatment plant; and

WHEREAS, CLERMONT operates a water and wastewater utility that serves approximately 34,000 customers; and

WHEREAS, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater from MONTVERDE; and

WHEREAS, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

WHEREAS, the acceptance and treatment by CLERMONT of wastewater generated by customers of MONTVERDE'S water utility in the Lake Apopka Sound subdivision will be financially beneficial to both CLERMONT and MONTVERDE and will be beneficial to the citizens of MONTVERDE and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

NOW THEREFORE, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.

2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 50,000 gallons per day of MONTVERDE'S wastewater from the Lake Apopka Sound subdivision more particularly described in Exhibit "A" attached hereto, for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof) except for the vested allotment amounts as described in section 3, herein. The allotment (or portions thereof) shall be made available to MONTVERDE in increments or phases in accordance with the provisions set forth in Exhibit "B" attached hereto. CLERMONT'S acceptance of wastewater from MONTVERDE is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.

3. Once any portion of the allotment is in "use" as described herein, the right of MONTVERDE to transmit the quantity of wastewater justified by such use shall be deemed vested in MONTVERDE (the vested allotment amounts). Upon such vesting MONTVERDE shall be able to rely on the continued acceptance by CLERMONT of such quantity of wastewater for the duration of time that CLERMONT (or any successor) provides wastewater services to residents of CLERMONT. For purposes of this paragraph, "use" shall be deemed to occur upon the payment by MONTVERDE of the Clermont Reduced Impact Fee (as provided in paragraph 8) for a particular property. The "quantity of wastewater justified by such use" shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in Chapter 4 of the E.P.A. Design Manual - Onsite Wastewater Treatment and Disposal Systems. OCT. 1980 U.S. Environmental Protection Agency, Office of Water Programs Operations, Office of Research and Development Municipal Research Laboratory.

4. MONTVERDE shall pay to CLERMONT, in the manner specified in paragraph 10 of this Agreement, the sum of \$4.80 per thousand gallons of wastewater accepted by CLERMONT from MONTVERDE for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to MONTVERDE, based on conditions that are unique and specific to MONTVERDE. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2015 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from MONTVERDE shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by MONTVERDE. In addition to the above-referenced Intergovernmental Wholesale Rate, MONTVERDE shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in Exhibit "C", attached hereto and incorporated herein.

5. A flow meter and automatic flow recorder shall be the means of measuring the amount of wastewater transmitted by MONTVERDE to the plant. MONTVERDE shall, in

accordance with CLERMONT'S current system requirements, install, or cause to be installed (by developers or other third parties) at MONTVERDE'S expense or that of the developer, a flow meter assembly, air release valves, telemetry and associated piping (hereinafter collectively referred to as the "flow meter assembly") to transmit and record the data to CLERMONT'S computer system (SCADA). The flow meter assembly shall be constructed on Tract H, Verde Park Phase I, according to the Plat thereof recorded in Plat Book 65, Page 68, Public Records of Lake County, Florida. Upon acceptance, CLERMONT will own, operate and maintain the flow meter assembly and appurtenances. CLERMONT shall have the unrestricted right at any time to access to the flow meter assembly for purposes of operating and maintaining the system.

6. MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to CLERMONT'S existing force main at the location shown as "Point A" on Exhibit "D" attached and incorporated herein. MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes in the Lake Apopka Sound project, to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

7. The parties agree on a "Demarcation Point" as illustrated and described as "Point A" on Exhibit "D" attached and incorporated herein. MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

8. The Parties acknowledge that capital costs for the Plant, CLERMONT'S force mains and wastewater collection system is recovered through CLERMONT'S collection from its customers of an Impact Fee (The Clermont Impact Fee). The Parties further acknowledge that customers of MONTVERDE'S wastewater system will be charged an impact fee. The Parties agree that MONTVERDE upon the initial connection of customers to its wastewater system will be responsible for payment to CLERMONT of an amount that equals the Clermont Impact Fee for a similar customer less that portion attributable to CLERMONT'S collection system (the Reduced Clermont Impact Fee). A schedule showing the amount of the Reduced Clermont Impact fee for single family residential that would be connected to the system is attached as Exhibit "E". The payment by MONTVERDE of Clermont's Reduced Impact Fee shall be no later than the date that a customer is initially connected to the wastewater system. The amount of the Clermont Impact Fee may be periodically adjusted by CLERMONT. Adjustments shall take effect ninety (90) days after formal notification of same to MONTVERDE. The Parties acknowledge that the amount, time of payment, and other aspects of the Clermont Impact Fee

shall be governed by Clermont's ordinance on that subject as it may be amended from time to time. The Parties further acknowledge that in the event that any existing customer use, connected to the wastewater system is expanded or changed so as to result in an increase impact fee pursuant to CLERMONT'S ordinance, the increase impact fee, if any, subject to the reduction described herein, shall be paid at the time MONTVERDE issues its final approval for the expansion or change of use. However, in no event shall MONTVERDE be required to pay an amount attributable to the Clermont Reduced Impact Fee in excess of the impact fee that CLERMONT imposes on its own customers less the cost attributable to the wastewater collection system. In accordance herewith, MONTVERDE shall provide to CLERMONT on a monthly basis an itemized list by owner's name, property address and work to be performed of all building permits issued in the previous month for customers connected to the wastewater system; however, building permits relevant to this monthly report are only those whose work will have an impact on the wastewater system.

9. MONTVERDE agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. Lake Apopka Sound subdivision is a residential only community. MONTVERDE further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. As further assurance of MONTVERDE'S compliance with this paragraph, if requested, MONTVERDE agrees to provide CLERMONT with development plans of non-residential customers connecting to MONTVERDE'S wastewater system. The plans shall be provided to CLERMONT prior to the issuance of any predevelopment approval, site approval, development order, construction or building permit by MONTVERDE and as condition precedent to the connection of the non-residential customer to the wastewater system. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.

10. CLERMONT will invoice MONTVERDE on a monthly basis for the amount due for treatment and disposal of MONTVERDE'S wastewater. The amount to be billed shall be based upon CLERMONT'S monthly reading of the quantity of wastewater transmitted from MONTVERDE to CLERMONT as indicated by the flow meter and flow recorder referenced in paragraph 5, plus any surcharges as described in Exhibit "C" hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The capacity allotment granted herein to MONTVERDE may not be sold, sublet, transferred or assigned by MONTVERDE to any entity. CLERMONT represents that the Plant is readily susceptible to expansion and that such expansion can increase the Plant's capacity to accept additional wastewater for treatment. In the event that the capacity of the Plant becomes fully utilized prior to MONTVERDE obtaining its desired capacity, CLERMONT agrees to work with MONTVERDE in an effort to achieve an agreement for expansion of the Plant which as a minimum will be sufficient to accommodate MONTVERDE'S remaining capacity requirements.



11. MONTVERDE agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the MONTVERDE wastewater system.

12. The Initial Term of this Agreement shall be 30 years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and MONTVERDE. The Effective Date shall be the date of final adoption by the last party. Notwithstanding the foregoing, The Vested Allotment Amounts, as provided in paragraph 3 herein shall not be affected by expiration of this Agreement.

13. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and MONTVERDE, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time. Notwithstanding the foregoing, this Agreement shall automatically terminate without penalty and neither CLERMONT nor MONTVERDE will have any obligations hereunder if MONTVERDE fails to enter into an agreement with the owner/developer of the Lake Apopka Sound subdivision relating to the provision of wastewater services.

14. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall be exclusively in Lake County Circuit Court.

15. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager  
685 West Montrose Street -3rd Floor  
Clermont, FL 34711

Town of Montverde, Mayor  
P.O. Box 560008  
Montverde, FL 34756

16. This Agreement is solely for the benefit of the parties hereto, and no right or

cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of MONTVERDE are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

17. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

18. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

19. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

20. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF CLERMONT, FLORIDA

  
Harold Turville, Jr., Mayor

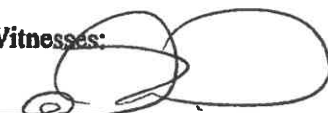
ATTEST:

  
Tracy Ackroyd, City Clerk

APPROVED AS TO FORM AND CONTENT:

  
Daniel F. Mantzaris, CITY ATTORNEY

Witnesses:

  
Print Name: DANIEL F. MANTZARIS

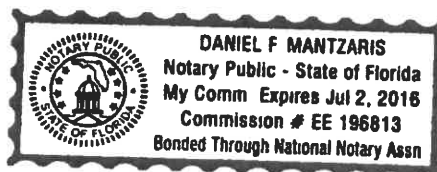
  
Print Name: Tracy Ackroyd

STATE OF FLORIDA  
COUNTY OF LAKE

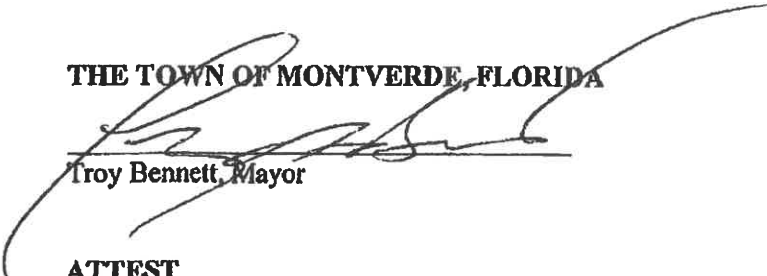
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of JULY 2014, by Harold Turville, Jr., as Mayor of the City of Clermont, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL

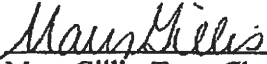
  
Notary Public  
My Commission Expires:  
Type or Print Name



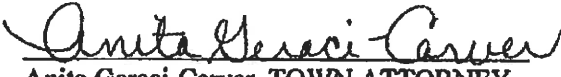
**THE TOWN OF MONTVERDE, FLORIDA**

  
Troy Bennett, Mayor

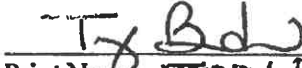
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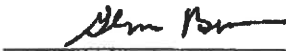
  
Mary Gillis, Town Clerk

**APPROVED AS TO FORM AND CONTENT:**

  
Anita Geraci-Carver, TOWN ATTORNEY

**Witnesses:**

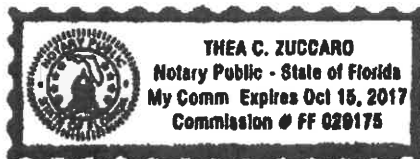
  
Print Name: TERRY BURDEN

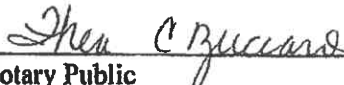
  
Print Name: Glenn Burns

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 14th day of May 2014, by Troy Bennett, as Mayor of the Town of Montverde, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

**SEAL**



  
Notary Public  
My Commission Expires:  
Type or Print Name

**Exhibit A**  
**Legal Description of Lake Apopka Sound**

THAT PART OF GOVERNMENT LOTS 2 AND 3, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

ALSO;

THAT PART OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 349.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3

ALSO;

THE NORTH 50 FEET OF THE SOUTH 500 FEET OF THE EAST 130 FEET LYING WEST OF THE WEST 479.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

ALSO;

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 356.4 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

CONTAINING 70.030 ACRES, MORE OR LESS.

LAKE COUNTY ACREAGE = 59.773  
ORANGE COUNTY ACREAGE = 10.257

**Exhibit B**  
**Allotment of 50,000 gallons per day**

|                       |                               |
|-----------------------|-------------------------------|
| <b>Year 2014/2015</b> | <b>25,000 gallons per day</b> |
| <b>Year 2015/2016</b> | <b>25,000 gallons per day</b> |

**Exhibit C**  
**High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge**



**Exhibit "C"**  
**High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge**

MONTVERDE shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

***I. High Strength Waste Surcharge Criteria.***

***A. Surcharge/or abnormal strength wastes.***

1. A surcharge shall be imposed where the wastewater from MONTVERDE contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of MONTVERDE during the billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of MONTVERDE's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. MONTVERDE may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by MONTVERDE.

***B. Definition of Terms.***

1. Surcharge - Amount of money added to MONTVERDE's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

## ***II. Hydraulic Peaking Factor Surcharge.***

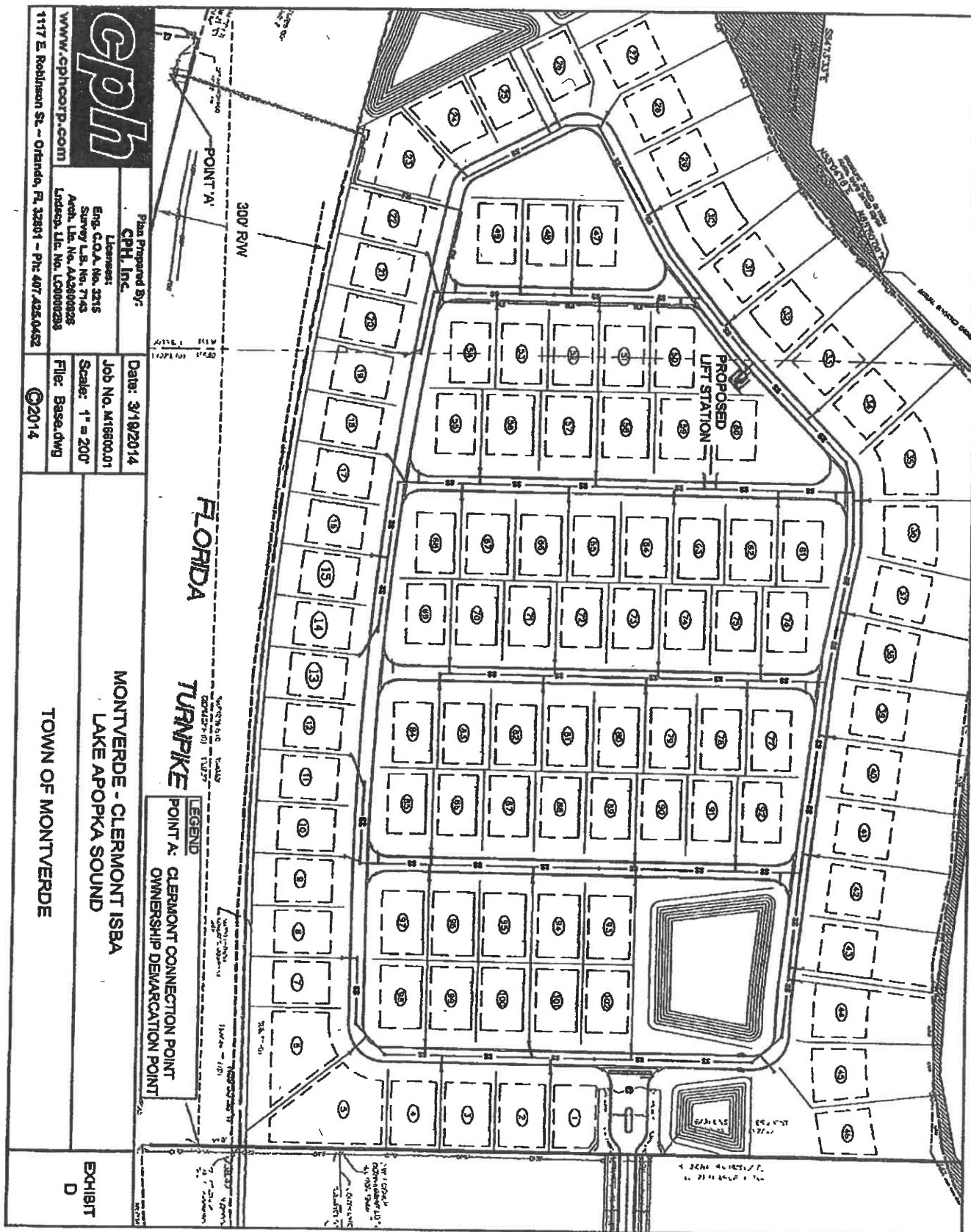
### ***A. Surcharge***

For each day that MONTVERDE transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, MONTVERDE will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, OAKLAND will be billed an extra 1 % on its monthly service charge.

### ***B. Definitions.***

Average Daily Peak Flow (ADPF) - MONTVERDE's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing MONTVERDE.

**Exhibit D**  
**Point A**



**Exhibit "E"**  
**Impact Fee Schedule**

**Table 3-8  
City of Clermont  
Water and Wastewater Impact Fee Analysis**

Page 1 of 2

**Development of Wastewater System Impact Fee**

| <b>Line<br/>No.</b>                                                                                  | <b>Description</b>                                         | <b>Amount</b> |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---------------|
| <b>Total Estimated Cost of Existing &amp; Future Wastewater Treatment &amp; Disposal Facilities:</b> |                                                            |               |
| 1                                                                                                    | Cost of Existing & Future Facilities [1]                   | \$40,673,425  |
| 2                                                                                                    | Additional Borrowing Costs [2]                             | 5,237,271     |
| 3                                                                                                    | Additional Costs Capitalized - CIP [3]                     | 44,863,500    |
| 4                                                                                                    | Less Receipt of Grant Funds [4]                            | (1,664,926)   |
| 5                                                                                                    | Subtotal Wastewater Treatment and Disposal Facilities      | \$89,109,270  |
| 6                                                                                                    | Future Plant Capacity (MGD) (AADF) [5]                     | 8.000         |
| 7                                                                                                    | Projected Average Daily Flow (MGD) (AADF) [6]              | 2.195         |
| 8                                                                                                    | ERC Factor - (GPD) (ADF) [7]                               | 220.0         |
| 9                                                                                                    | Estimated ERUs to be Served by Facilities                  | 36.364        |
| 10                                                                                                   | Percent Remaining Capacity of Facilities                   | 72.57%        |
| 11                                                                                                   | Allocation of Facilities to Incremental Growth             | \$64,665,148  |
| 12                                                                                                   | Rate per ERC Associated with Existing & Future Facilities  | \$2,450.50    |
| <b>Primary Transmission System and Pump Stations:</b>                                                |                                                            |               |
| 13                                                                                                   | Existing Facilities [9]                                    | \$9,772,633   |
| 14                                                                                                   | Additional Costs Capitalized - CIP [10]                    | 8,200,000     |
| 15                                                                                                   | Less Receipt of Grant Funds [4]                            | 0             |
| 16                                                                                                   | Total Primary Transmission Facility Costs                  | \$17,972,633  |
| 17                                                                                                   | Estimated ERUs Served by Existing Facilities [11]          | 18,182        |
| 18                                                                                                   | Estimated Future ERUs served by Collection Facilities [11] | 0             |
| 19                                                                                                   | Total Estimated ERUs served by Collection Facilities [11]  | 18,182        |
| 20                                                                                                   | Net Rate per ERU of Primary Transmission Facilities        | \$988.49      |
| 21                                                                                                   | Total Combined Rate per ERU After Rate Adjustment          | \$3,438.99    |
| 22                                                                                                   | Rounded Rate per ERU                                       | \$3,439.00    |
| 23                                                                                                   | Cost Per Gallon                                            | \$15.632      |
|                                                                                                      | MDF = Maximum Daily Flow                                   |               |
|                                                                                                      | AADF = Average Daily Flow                                  |               |
|                                                                                                      | ERU = Equivalent Residential Unit                          |               |
|                                                                                                      | GPD = Gallons per Day                                      |               |

*Footnotes continued on the following page.*





## CITY OF CLERMONT

Office of the City Clerk

July 21, 2014

Town of Montverde  
Attn: Mary Mason  
P O Box 560008  
Montverde, FL 34756

Dear Ms. Mason:

The Clermont City Council approved the Interlocal Agreement to provide wastewater services at their regular meeting held on July 8, 2014.

Enclosed is an original signature page for the Town of Montverde to use for recording the agreement with the Lake County Clerk of Court. Please forward a copy of the recorded agreement to the City of Clermont, Office of the City Clerk, 685 W. Montrose Street, Clermont, FL 34711.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracy Ackroyd', written in a cursive style.

Tracy Ackroyd, MMC  
City Clerk



**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF CLERMONT AND  
THE TOWN OF MONTVERDE FOR PROVISION  
OF WASTEWATER SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE TOWN OF MONTVERDE, Florida (hereafter referred to as "MONTVERDE"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

WHEREAS, CLERMONT and MONTVERDE entered into the Interlocal Agreement between the City of Clermont and the Town of Montverde for Provision of Wastewater Services dated July 8, 2014 and recorded July 25, 2014 in Official Records Book 4506, Page 878, Public Records of Lake County, and the parties wish to amend and restate the Agreement; and

WHEREAS, MONTVERDE operates a water utility that serves approximately 632 customers; and

WHEREAS, MONTVERDE'S water utility customers presently use septic tanks as a means of wastewater removal; and

WHEREAS, MONTVERDE would like to provide wastewater services and implement a wastewater system within its water utility and thereby provide means to eliminate or reduce the use of septic tanks for waste removal for a new development within MONTVERDE'S 180 Utility District; and

WHEREAS, MONTVERDE recognizes the financial constraints of constructing its own wastewater treatment plant; and

WHEREAS, CLERMONT operates a water and wastewater utility that serves approximately 34,000 customers; and

WHEREAS, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater from MONTVERDE; and

WHEREAS, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

WHEREAS, the acceptance and treatment by CLERMONT of wastewater generated by customers of MONTVERDE'S water utility will be financially beneficial to both CLERMONT and MONTVERDE and will be beneficial to the citizens of MONTVERDE and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

**NOW THEREFORE**, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.
2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 200,000 gallons per day of MONTVERDE'S wastewater from the Town for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof) except for the vested allotment amounts as described in section 3, herein. The allotment (or portions thereof) shall be made available to MONTVERDE in increments or phases in accordance with the provisions set forth in **Exhibit "A"** attached hereto. CLERMONT'S acceptance of wastewater from MONTVERDE is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.
3. Once any portion of the allotment is in "use" as described herein, the right of MONTVERDE to transmit the quantity of wastewater justified by such use shall be deemed vested in MONTVERDE (the vested allotment amounts). Upon such vesting MONTVERDE shall be able to rely on the continued acceptance by CLERMONT of such quantity of wastewater for the duration of time that CLERMONT (or any successor) provides wastewater services to residents of CLERMONT. For purposes of this paragraph, "use" shall be deemed to occur upon the payment by MONTVERDE of the Clermont Impact Fee (as provided in paragraph 8) for a particular property. The "quantity of wastewater justified by such use" shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in the most recent version of the City of Clermont Comprehensive Plan – Sanitary Sewer Element adopted level of service.
4. MONTVERDE shall pay to CLERMONT, in the manner specified in paragraph 10 of this Agreement, the sum of \$4.80 per thousand gallons of wastewater accepted by CLERMONT from MONTVERDE for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to MONTVERDE, based on conditions that are unique and specific to MONTVERDE. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2015 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from MONTVERDE shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by MONTVERDE. In addition to the above-referenced Intergovernmental Wholesale Rate, MONTVERDE shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in **Exhibit "B"**, attached hereto and incorporated herein.

5. A flow meter and automatic flow recorder shall be the means of measuring the amount of wastewater transmitted by MONTVERDE to the plant. MONTVERDE shall, in accordance with CLERMONT'S current system requirements, install, or cause to be installed (by developers or other third parties) at MONTVERDE'S expense or that of the developer, a flow meter assembly, air release valves, telemetry and associated piping (hereinafter collectively referred to as the "flow meter assembly") to transmit and record the data to CLERMONT'S computer system (SCADA). For the Lake Apopka Sound Project a flow meter assembly shall be constructed on Tract H, Verde Park Phase I, according to the Plat thereof recorded in Plat Book 65, Page 68, Public Records of Lake County, Florida. Flow meter assemblies to be installed for future projects shall be constructed in locations agreed on by CLERMONT and MONTVERDE. Upon acceptance, CLERMONT will own, operate and maintain the flow meter assembly and appurtenances. CLERMONT shall have the unrestricted right at any time to access to the flow meter assembly for purposes of operating and maintaining the system.

6. Lake Apopka Sound Project (Described in Exhibit C. MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to CLERMONT'S existing force main at the location shown as "Point A" on Exhibit "D" attached and incorporated herein. MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes in the Lake Apopka Sound project, to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

7. Lake Apopka Sound Project. The parties agree on a "Demarcation Point" as illustrated and described as "Point A" on Exhibit "D" attached and incorporated herein. MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

8. For future projects, MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to an existing CLERMONT force main and at the location which shall be agreed on by MONTVERDE and CLERMONT (the Demarcation Point). MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

9. The parties agree MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

10. The Parties acknowledge that capital costs for the Plant, CLERMONT'S force mains and wastewater collection system is recovered through CLERMONT'S collection from its customers of an Impact Fee (The Clermont Impact Fee). The Parties further acknowledge that customers of MONTVERDE'S wastewater system will be charged an impact fee. The Parties agree that MONTVERDE upon the initial connection of customers to its wastewater system will be responsible for payment to CLERMONT of an amount that equals the Clermont Impact Fee. A schedule showing the amount of the Clermont Impact fee for single family residential that would be connected to the system is attached as Exhibit "E". The payment by MONTVERDE of Clermont's Impact Fee shall be no later than the date that a customer is initially connected to the wastewater system. The amount of the Clermont Impact Fee may be periodically adjusted by CLERMONT. Adjustments shall take effect ninety (90) days after formal notification of same to MONTVERDE. The Parties acknowledge that the amount, time of payment, and other aspects of the Clermont Impact Fee shall be governed by Clermont's ordinance on that subject as it may be amended from time to time. The Parties further acknowledge that in the event that any existing customer use, connected to the wastewater system is expanded or changed so as to result in an increase impact fee pursuant to CLERMONT'S ordinance, the increase impact fee, if any, subject to the reduction described herein, shall be paid at the time MONTVERDE issues its final approval for the expansion or change of use. However, in no event shall MONTVERDE be required to pay an amount attributable to the Clermont Impact Fee in excess of the impact fee that CLERMONT imposes on its own customers. In accordance herewith, MONTVERDE shall provide to CLERMONT on a monthly basis an itemized list by owner's name, property address and work to be performed of all building permits issued in the previous month for customers connected to the wastewater system; however, building permits relevant to this monthly report are only those whose work will have an impact on the wastewater system.

11. MONTVERDE agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. Lake Apopka Sound subdivision is a residential only community. MONTVERDE further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. As further assurance of MONTVERDE'S compliance with this paragraph, MONTVERDE agrees to provide CLERMONT with development plans of non-residential customers connecting to MONTVERDE'S wastewater

system. The plans shall be provided to CLERMONT prior to the issuance of any predevelopment approval, site approval, development order, construction or building permit by MONTVERDE and as condition precedent to the connection of the non-residential customer to the wastewater system. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.

12. CLERMONT will invoice MONTVERDE on a monthly basis for the amount due for treatment and disposal of MONTVERDE'S wastewater. The amount to be billed shall be based upon CLERMONT'S monthly reading of the quantity of wastewater transmitted from MONTVERDE to CLERMONT as indicated by the flow meter and flow recorder referenced in paragraph 5, plus any surcharges as described in Exhibit "B" hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The capacity allotment granted herein to MONTVERDE may not be sold, sublet, transferred or assigned by MONTVERDE to any entity. CLERMONT represents that the Plant is readily susceptible to expansion and that such expansion can increase the Plant's capacity to accept additional wastewater for treatment. In the event that the capacity of the Plant becomes fully utilized prior to MONTVERDE obtaining its desired capacity, CLERMONT agrees to work with MONTVERDE in an effort to achieve an agreement for expansion of the Plant which as a minimum will be sufficient to accommodate MONTVERDE'S remaining capacity requirements.

13. MONTVERDE agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the MONTVERDE wastewater system.

14. The Initial Term of this Agreement shall be 30 years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and MONTVERDE. The Effective Date shall be the date of final adoption by the last party. Notwithstanding the foregoing, The Vested Allotment Amounts, as provided in paragraph 3 herein shall not be affected by expiration of this Agreement.

15. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and MONTVERDE, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

16. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall

be exclusively in Lake County Circuit Court.

17. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager  
685 West Montrose Street -3rd Floor  
Clermont, FL 34711

Town of Montverde, Mayor  
P.O. Box 560008  
Montverde, FL 34756

18. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of MONTVERDE are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

19. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

20. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement

in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This First Amended and Restated Interlocal Agreement replaces the Interlocal Agreement between the parties dated July 8, 2014 and recorded July 25, 2014 in Official Records Book 4506, Page 878, Public Records of Lake County.

21. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

22. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

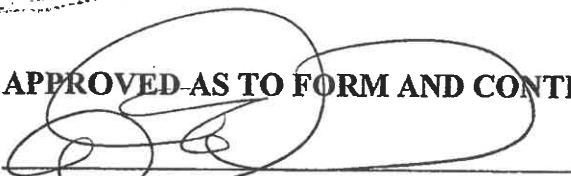
**THE CITY OF CLERMONT, FLORIDA**

  
Gail L. Ash, Mayor

**ATTEST:**

  
Tracy Ackroyd, City Clerk

**APPROVED AS TO FORM AND CONTENT:**

  
Daniel E. Mantzaris, CITY ATTORNEY

**Witnesses:**

  
Print Name: DANIEL F. MANTZARIS



LHM  
Print Name: Curt Henschel

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June 2017, by Gail L. Ash, as Mayor of the City of Clermont, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL

Denise Rayl Noak

Notary Public

My Commission Expires:

Type or Print Name



**DENISE RAYL NOAK**  
MY COMMISSION # FF 928252  
EXPIRES: December 20, 2019  
Bonded Thru Budget Notary Services



**DENISE RAYL NOAK**  
MY COMMISSION # FF 928252  
EXPIRES: December 20, 2019  
Bonded Thru Budget Notary Services

**THE TOWN OF MONTVERDE, FLORIDA**

Joe Wynkoop, Mayor

**ATTEST**

Graham Wells, Town Clerk

**APPROVED AS TO FORM AND CONTENT:**

Anita Geraci-Carver  
Anita Geraci-Carver, TOWN ATTORNEY

Witnesses:

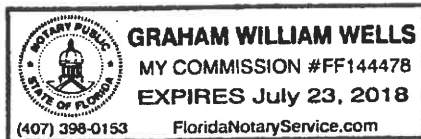
J. Peacock  
Print Name: Jim Peacock

T. Burden  
Print Name: Terry Burden

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13 day of June 2017, by Joe Wynkoop, as Mayor of the Town of Montverde, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL



Graham William Wells  
Notary Public  
My Commission Expires:  
Type or Print Name

**Exhibit A**  
**Allotment of 200,000 gallons per day**

|                |                         |
|----------------|-------------------------|
| Year 2017/2018 | 25,000 gallons per day  |
| Year 2018/2019 | 50,000 gallons per day  |
| Year 2019/2020 | 100,000 gallons per day |
| Year 2020/2021 | 25,000 gallons per day  |

**Exhibit B**  
**High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge**

### High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

MONTVERDE shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

#### I. High Strength Waste Surcharge Criteria.

##### A. Surcharge/or abnormal strength wastes.

1. A surcharge shall be imposed where the wastewater from MONTVERDE contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of MONTVERDE during the billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of MONTVERDE's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. MONTVERDE may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by MONTVERDE.

##### B. Definition of Terms.

1. Surcharge - Amount of money added to MONTVERDE's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

## ***II. Hydraulic Peaking Factor Surcharge.***

### ***A. Surcharge***

For each day that MONTVERDE transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, MONTVERDE will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, OAKLAND will be billed an extra 1 % on its monthly service charge.

### ***B. Definitions.***

Average Daily Peak Flow (ADPF) - MONTVERDE's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing MONTVERDE.

**Exhibit C**  
**Legal Description of Lake Apopka Sound**

THAT PART OF GOVERNMENT LOTS 2 AND 3, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

ALSO;

THAT PART OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 349.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3

ALSO;

THE NORTH 50 FEET OF THE SOUTH 500 FEET OF THE EAST 130 FEET LYING WEST OF THE WEST 479.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

ALSO;

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 356.4 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

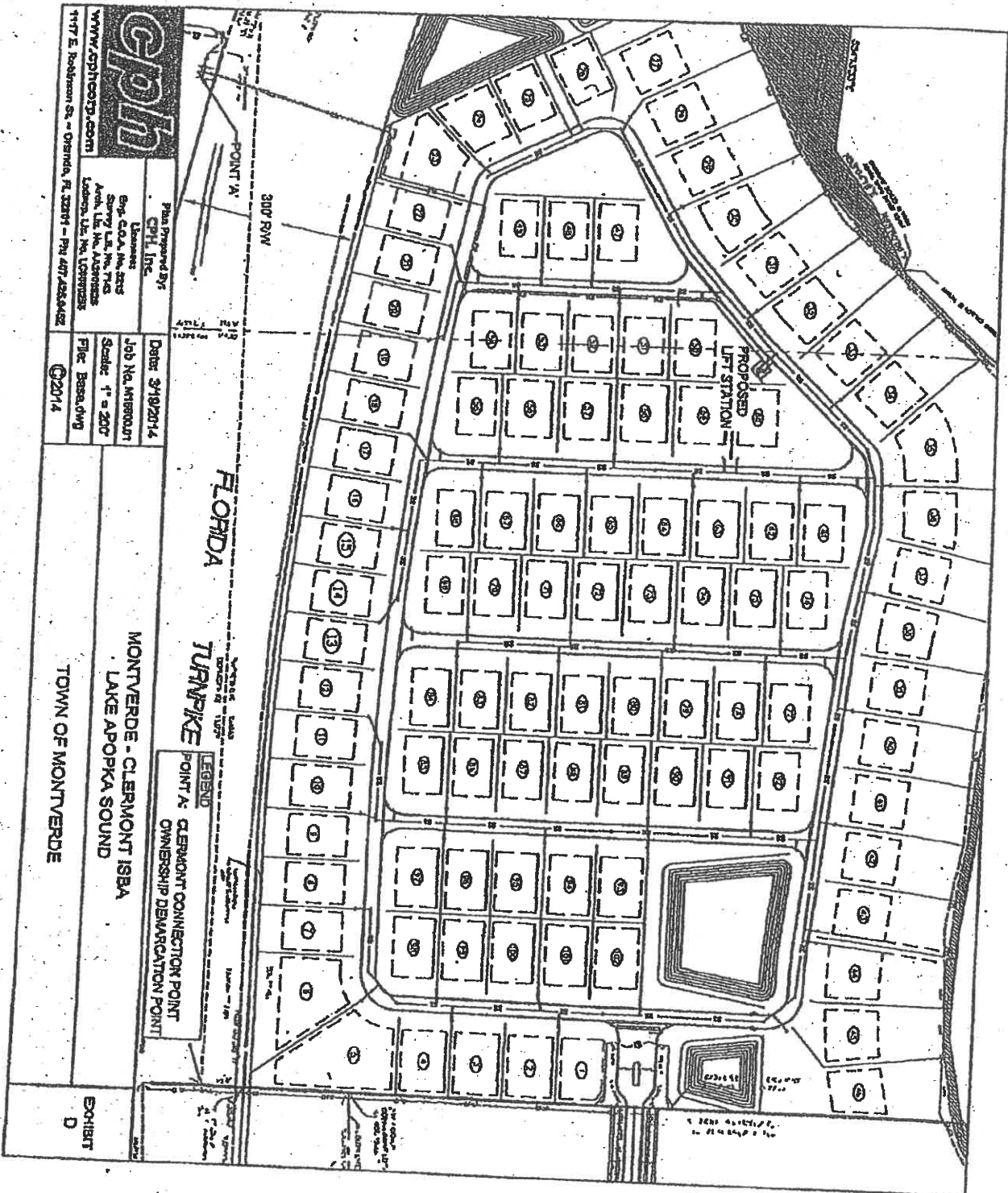
CONTAINING 70.030 ACRES, MORE OR LESS.

LAKE COUNTY ACREAGE = 59.773

ORANGE COUNTY ACREAGE = 10.257



**Exhibit D**  
**Point A**



**CPH**  
 Plan Prepared By:  
 CPH, Inc.  
 Licensee:  
 Reg. C.O.A. No. 225  
 Survey Lic. No. 7163  
 Address: 1414 N. W. 11th St.  
 Lakeland, FL 33801  
 Phone: 888.444.4444  
 Website: www.cphcorp.com

Date: 3/18/2014  
 Job No. M180001  
 Scale: 1" = 200'  
 File: B388.dwg  
 ©2014

FLORIDA  
 TURNPIKE  
 MONTVERDE - CLERMONT ISBA  
 LAKE APOPKA SOUND  
 TOWN OF MONTVERDE

LEGEND  
 POINT A: CLERMONT CONNECTION POINT  
 OWNERSHIP DEMARCATION POINT

EXHIBIT  
 D

**Exhibit "E"**  
**Impact Fee Schedule**

\*

Table J-8  
City of Clermont  
Water and Wastewater Impact Fee Analysis  
Development of Wastewater System Impact Fee

Page 1 of 2

| Line No.                                                                                             | Description                                                | Amount       |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------|
| <b>Total Estimated Cost of Existing &amp; Future Wastewater Treatment &amp; Disposal Facilities:</b> |                                                            |              |
| 1                                                                                                    | Cost of Existing & Future Facilities [1]                   | \$40,673,425 |
| 2                                                                                                    | Additional Borrowing Costs [2]                             | 5,237,271    |
| 3                                                                                                    | Additional Costs Capitalized - CIP [3]                     | 44,863,500   |
| 4                                                                                                    | Less Receipt of Grant Funds [4]                            | (1,664,926)  |
| 5                                                                                                    | Subtotal Wastewater Treatment and Disposal Facilities      | \$89,109,270 |
| 6                                                                                                    | Future Plant Capacity (MGD) (AADF) [5]                     | 8.000        |
| 7                                                                                                    | Projected Average Daily Flow (MGD) (AADF) [6]              | 2.195        |
| 8                                                                                                    | ERC Factor - (OPD) (ADF) [7]                               | 220.0        |
| 9                                                                                                    | Estimated ERUs to be Served by Facilities                  | 36.364       |
| 10                                                                                                   | Percent Remaining Capacity of Facilities                   | 72.57%       |
| 11                                                                                                   | Allocation of Facilities to Incremental Growth             | \$64,665,148 |
| 12                                                                                                   | Rate per ERC Associated with Existing & Future Facilities  | \$2,450.50   |
| <b>Primary Transmission System and Pump Stations:</b>                                                |                                                            |              |
| 13                                                                                                   | Existing Facilities [9]                                    | \$9,772,633  |
| 14                                                                                                   | Additional Costs Capitalized - CIP [10]                    | 8,200,000    |
| 15                                                                                                   | Less Receipt of Grant Funds [4]                            | 0            |
| 16                                                                                                   | Total Primary Transmission Facility Costs                  | \$17,972,633 |
| 17                                                                                                   | Estimated ERUs Served by Existing Facilities [11]          | 18.182       |
| 18                                                                                                   | Estimated Future ERUs served by Collection Facilities [11] | 0            |
| 19                                                                                                   | Total Estimated ERUs served by Collection Facilities [11]  | 18.182       |
| 20                                                                                                   | Net Rate per ERU of Primary Transmission Facilities        | \$988.49     |
| 21                                                                                                   | Total Combined Rate per ERU After Rate Adjustment          | \$3,438.99   |
| 22                                                                                                   | Rounded Rate per ERU                                       | \$3,439.00   |
| 23                                                                                                   | Cost Per Gallon                                            | \$15.632     |
|                                                                                                      | MDF = Maximum Daily Flow                                   |              |
|                                                                                                      | AADF = Average Daily Flow                                  |              |
|                                                                                                      | ERU = Equivalent Residential Unit                          |              |
|                                                                                                      | OPD = Gallons per Day                                      |              |

Footnotes continued on the following page.



**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF CLERMONT AND  
THE TOWN OF MONTVERDE FOR PROVISION  
OF WASTEWATER SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE TOWN OF MONTVERDE, Florida (hereafter referred to as "MONTVERDE"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

**WHEREAS**, CLERMONT and MONTVERDE entered into the Interlocal Agreement between the City of Clermont and the Town of Montverde for Provision of Wastewater Services dated July 8, 2014 and recorded July 25, 2014 in Official Records Book 4506, Page 878, Public Records of Lake County, and the parties wish to amend and restate the Agreement; and

**WHEREAS**, MONTVERDE operates a water utility that serves approximately 632 customers, and

**WHEREAS**, MONTVERDE'S water utility customers presently use septic tanks as a means of wastewater removal; and

**WHEREAS**, MONTVERDE would like to provide wastewater services and implement a wastewater system within its water utility and thereby provide means to eliminate or reduce the use of septic tanks for waste removal for a new development within MONTVERDE'S 180 Utility District; and

**WHEREAS**, MONTVERDE recognizes the financial constraints of constructing its own wastewater treatment plant; and

**WHEREAS**, CLERMONT operates a water and wastewater utility that serves approximately 34,000 customers; and

**WHEREAS**, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater from MONTVERDE; and

**WHEREAS**, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

**WHEREAS**, the acceptance and treatment by CLERMONT of wastewater generated by customers of MONTVERDE'S water utility will be financially beneficial to both CLERMONT and MONTVERDE and will be beneficial to the citizens of MONTVERDE and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

**NOW THEREFORE**, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.

2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 200,000 gallons per day of MONTVERDE'S wastewater from the Town for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof) except for the vested allotment amounts as described in section 3, herein. The allotment (or portions thereof) shall be made available to MONTVERDE in increments or phases in accordance with the provisions set forth in **Exhibit "A"** attached hereto. CLERMONT'S acceptance of wastewater from MONTVERDE is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.

3. Once any portion of the allotment is in "use" as described herein, the right of MONTVERDE to transmit the quantity of wastewater justified by such use shall be deemed vested in MONTVERDE (the vested allotment amounts). Upon such vesting MONTVERDE shall be able to rely on the continued acceptance by CLERMONT of such quantity of wastewater for the duration of time that CLERMONT (or any successor) provides wastewater services to residents of CLERMONT. For purposes of this paragraph, "use" shall be deemed to occur upon the payment by MONTVERDE of the Clermont Impact Fee (as provided in paragraph 8) for a particular property. The "quantity of wastewater justified by such use" shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in the most recent version of the City of Clermont Comprehensive Plan – Sanitary Sewer Element adopted level of service.

4. MONTVERDE shall pay to CLERMONT, in the manner specified in paragraph 10 of this Agreement, the sum of \$4.80 per thousand gallons of wastewater accepted by CLERMONT from MONTVERDE for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to MONTVERDE, based on conditions that are unique and specific to MONTVERDE. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2015 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from MONTVERDE shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by MONTVERDE. In addition to the above-referenced Intergovernmental Wholesale Rate, MONTVERDE shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in **Exhibit "B"**, attached hereto and incorporated herein.

5. A flow meter and automatic flow recorder shall be the means of measuring the amount of wastewater transmitted by MONTVERDE to the plant. MONTVERDE shall, in accordance with CLERMONT'S current system requirements, install, or cause to be installed (by developers or other third parties) at MONTVERDE'S expense or that of the developer, a flow meter assembly, air release valves, telemetry and associated piping (hereinafter collectively referred to as the "flow meter assembly") to transmit and record the data to CLERMONT'S computer system (SCADA). For the Lake Apopka Sound Project a flow meter assembly shall be constructed on Tract H, Verde Park Phase I, according to the Plat thereof recorded in Plat Book 65, Page 68, Public Records of Lake County, Florida. Flow meter assemblies to be installed for future projects shall be constructed in locations agreed on by CLERMONT and MONTVERDE. Upon acceptance, CLERMONT will own, operate and maintain the flow meter assembly and appurtenances. CLERMONT shall have the unrestricted right at any time to access to the flow meter assembly for purposes of operating and maintaining the system.

6. Lake Apopka Sound Project (Described in Exhibit C. MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to CLERMONT'S existing force main at the location shown as "Point A" on **Exhibit "D"** attached and incorporated herein. MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes in the Lake Apopka Sound project, to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.

7. Lake Apopka Sound Project. The parties agree on a "Demarcation Point" as illustrated and described as "Point A" on **Exhibit "D"** attached and incorporated herein. MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

8. For future projects, MONTVERDE, shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from MONTVERDE'S wastewater collection system to an existing CLERMONT force main and at the location which shall be agreed on by MONTVERDE and CLERMONT (the Demarcation Point). MONTVERDE also, at its sole expense or that of the developer, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes to the force main which will in turn transmit the wastewater to CLERMONT'S existing force main.



9. The parties agree MONTVERDE shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MONTVERDE'S side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side of the Demarcation Point. Provided however, that to the extent that MONTVERDE'S failure to properly operate and maintain the wastewater system on MONTVERDE'S side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT'S side of the Demarcation Point, MONTVERDE shall be fully responsible for the costs associated with the maintenance and damage repairs.

10. The Parties acknowledge that capital costs for the Plant, CLERMONT'S force mains and wastewater collection system is recovered through CLERMONT'S collection from its customers of an Impact Fee (The Clermont Impact Fee). The Parties further acknowledge that customers of MONTVERDE'S wastewater system will be charged an impact fee. The Parties agree that MONTVERDE upon the initial connection of customers to its wastewater system will be responsible for payment to CLERMONT of an amount that equals the Clermont Impact Fee. A schedule showing the amount of the Clermont Impact fee for single family residential that would be connected to the system is attached as **Exhibit "E"**. The payment by MONTVERDE of Clermont's Impact Fee shall be no later than the date that a customer is initially connected to the wastewater system. The amount of the Clermont Impact Fee may be periodically adjusted by CLERMONT. Adjustments shall take effect ninety (90) days after formal notification of same to MONTVERDE. The Parties acknowledge that the amount, time of payment, and other aspects of the Clermont Impact Fee shall be governed by Clermont's ordinance on that subject as it may be amended from time to time. The Parties further acknowledge that in the event that any existing customer use, connected to the wastewater system is expanded or changed so as to result in an increase impact fee pursuant to CLERMONT'S ordinance, the increase impact fee, if any, subject to the reduction described herein, shall be paid at the time MONTVERDE issues its final approval for the expansion or change of use. However, in no event shall MONTVERDE be required to pay an amount attributable to the Clermont Impact Fee in excess of the impact fee that CLERMONT imposes on its own customers. In accordance herewith, MONTVERDE shall provide to CLERMONT on a monthly basis an itemized list by owner's name, property address and work to be performed of all building permits issued in the previous month for customers connected to the wastewater system; however, building permits relevant to this monthly report are only those whose work will have an impact on the wastewater system.

11. MONTVERDE agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. Lake Apopka Sound subdivision is a residential only community. MONTVERDE further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. As further assurance of MONTVERDE'S compliance with this paragraph, MONTVERDE agrees to provide CLERMONT with development plans of non-residential customers connecting to MONTVERDE'S wastewater

system. The plans shall be provided to CLERMONT prior to the issuance of any predevelopment approval, site approval, development order, construction or building permit by MONTVERDE and as condition precedent to the connection of the non-residential customer to the wastewater system. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.

12. CLERMONT will invoice MONTVERDE on a monthly basis for the amount due for treatment and disposal of MONTVERDE'S wastewater. The amount to be billed shall be based upon CLERMONT'S monthly reading of the quantity of wastewater transmitted from MONTVERDE to CLERMONT as indicated by the flow meter and flow recorder referenced in paragraph 5, plus any surcharges as described in **Exhibit "B"** hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The capacity allotment granted herein to MONTVERDE may not be sold, sublet, transferred or assigned by MONTVERDE to any entity. CLERMONT represents that the Plant is readily susceptible to expansion and that such expansion can increase the Plant's capacity to accept additional wastewater for treatment. In the event that the capacity of the Plant becomes fully utilized prior to MONTVERDE obtaining its desired capacity, CLERMONT agrees to work with MONTVERDE in an effort to achieve an agreement for expansion of the Plant which as a minimum will be sufficient to accommodate MONTVERDE'S remaining capacity requirements.

13. MONTVERDE agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the MONTVERDE wastewater system.

14. The Initial Term of this Agreement shall be 30 years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and MONTVERDE. The Effective Date shall be the date of final adoption by the last party. Notwithstanding the foregoing, The Vested Allotment Amounts, as provided in paragraph 3 herein shall not be affected by expiration of this Agreement.

15. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and MONTVERDE, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

16. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall

be exclusively in Lake County Circuit Court.

17. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager  
685 West Montrose Street -3rd Floor  
Clermont, FL 34711

Town of Montverde, Mayor  
P.O. Box 560008  
Montverde, FL 34756

18. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of MONTVERDE are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

19. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

20. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement

in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement. This First Amended and Restated Interlocal Agreement replaces the Interlocal Agreement between the parties dated July 8, 2014 and recorded July 25, 2014 in Official Records Book 4506, Page 878, Public Records of Lake County.

21. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

22. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.

**IN WITNESS WHEREOF**, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

**THE CITY OF CLERMONT, FLORIDA**

\_\_\_\_\_  
Gail L. Ash, Mayor

**ATTEST:**

\_\_\_\_\_  
Tracy Ackroyd, City Clerk

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Daniel F. Mantzaris, CITY ATTORNEY

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2017, by Gail L. Ash, as Mayor of the City of Clermont, Florida, who executed the foregoing  
instrument and acknowledged before me that he executed the same for the uses and purposes  
therein expressed, and who is personally known to me.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Type or Print Name

**THE TOWN OF MONTVERDE, FLORIDA**

\_\_\_\_\_  
Joe Wynkoop, Mayor

**ATTEST**

\_\_\_\_\_  
Graham Wells, Town Clerk

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Anita Geraci-Carver, TOWN ATTORNEY

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2017, by Joe Wynkoop, as Mayor of the Town of Montverde, Florida, who executed the foregoing  
instrument and acknowledged before me that he executed the same for the uses and purposes  
therein expressed, and who is personally known to me.

SEAL

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
Type or Print Name

**Exhibit A**  
**Allotment of 200,000 gallons per day**

|                |                         |
|----------------|-------------------------|
| Year 2017/2018 | 25,000 gallons per day  |
| Year 2018/2019 | 50,000 gallons per day  |
| Year 2019/2020 | 100,000 gallons per day |
| Year 2020/2021 | 25,000 gallons per day  |

**Exhibit B**  
**High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge**



### High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

MONTVERDE shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

#### I. *High Strength Waste Surcharge Criteria.*

##### A. *Surcharge/or abnormal strength wastes.*

1. A surcharge shall be imposed where the wastewater from MONTVERDE contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of MONTVERDE during the billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of MONTVERDE's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. MONTVERDE may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by MONTVERDE.

##### B. *Definition of Terms.*

1. **Surcharge** - Amount of money added to MONTVERDE's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. **BOD** - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. **Suspended Solids** - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. **Each Constituent** - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

## *II. Hydraulic Peaking Factor Surcharge.*

### *A. Surcharge*

For each day that MONTVERDE transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, MONTVERDE will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, OAKLAND will be billed an extra 1 % on its monthly service charge.

### *B. Definitions.*

Average Daily Peak Flow (ADPF) - MONTVERDE's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing MONTVERDE.

**Exhibit C**  
**Legal Description of Lake Apopka Sound**

THAT PART OF GOVERNMENT LOTS 2 AND 3, SECTION 24, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

ALSO;

THAT PART OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 349.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3

ALSO;

THE NORTH 50 FEET OF THE SOUTH 500 FEET OF THE EAST 130 FEET LYING WEST OF THE WEST 479.8 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3;

ALSO;

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 19, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING THE WEST 356.4 FEET, AS MEASURED ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING NORTH OF THE SUNSHINE STATE PARKWAY (AKA FLORIDA TURNPIKE) PER FLORIDA TURNPIKE AUTHORITY PROJECT NO. 2;

CONTAINING 70.030 ACRES, MORE OR LESS.

LAKE COUNTY ACREAGE = 59.773

ORANGE COUNTY ACREAGE = 10.257

**Exhibit D**  
**Point A**



**Exhibit “E”  
Impact Fee Schedule**

Table 3-8  
City of Clermont  
Water and Wastewater Impact Fee Analysis

Page 1 of 2

Development of Wastewater System Impact Fee

| Line No.                                                                                             | Description                                                | Amount       |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------|--------------|
| <b>Total Estimated Cost of Existing &amp; Future Wastewater Treatment &amp; Disposal Facilities:</b> |                                                            |              |
| 1                                                                                                    | Cost of Existing & Future Facilities [1]                   | \$40,673,425 |
| 2                                                                                                    | Additional Borrowing Costs [2]                             | 5,237,271    |
| 3                                                                                                    | Additional Costs Capitalized - CIP [3]                     | 44,863,500   |
| 4                                                                                                    | Less Receipt of Grant Funds [4]                            | (1,664,926)  |
| 5                                                                                                    | Subtotal Wastewater Treatment and Disposal Facilities      | \$89,109,270 |
| 6                                                                                                    | Future Plant Capacity (MGD) (AADF) [5]                     | 8.000        |
| 7                                                                                                    | Projected Average Daily Flow (MGD) (AADF) [6]              | 2.195        |
| 8                                                                                                    | ERC Factor - (GPD) (ADF) [7]                               | 220.0        |
| 9                                                                                                    | Estimated ERUs to be Served by Facilities                  | 36.364       |
| 10                                                                                                   | Percent Remaining Capacity of Facilities                   | 72.57%       |
| 11                                                                                                   | Allocation of Facilities to Incremental Growth             | \$64,665,148 |
| 12                                                                                                   | Rate per ERC Associated with Existing & Future Facilities  | \$2,430.30   |
| <b>Primary Transmission System and Pump Stations:</b>                                                |                                                            |              |
| 13                                                                                                   | Existing Facilities [9]                                    | \$9,772,633  |
| 14                                                                                                   | Additional Costs Capitalized - CIP [10]                    | 8,200,000    |
| 15                                                                                                   | Less Receipt of Grant Funds [4]                            | 0            |
| 16                                                                                                   | Total Primary Transmission Facility Costs                  | \$17,972,633 |
| 17                                                                                                   | Estimated ERUs Served by Existing Facilities [11]          | 18,182       |
| 18                                                                                                   | Estimated Future ERUs served by Collection Facilities [11] | 0            |
| 19                                                                                                   | Total Estimated ERUs served by Collection Facilities [11]  | 18,182       |
| 20                                                                                                   | Net Rate per ERU of Primary Transmission Facilities        | \$988.49     |
| 21                                                                                                   | Total Combined Rate per ERU After Rate Adjustment          | \$3,438.99   |
| 22                                                                                                   | Rounded Rate per ERU                                       | \$3,439.00   |
| 23                                                                                                   | Cost Per Gallon                                            | \$15.632     |
|                                                                                                      | MDF = Maximum Daily Flow                                   |              |
|                                                                                                      | AADF = Average Daily Flow                                  |              |
|                                                                                                      | ERU = Equivalent Residential Unit                          |              |
|                                                                                                      | GPD = Gallons per Day                                      |              |

Footnotes continued on the following page.



**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF CLERMONT AND  
THE CITY OF MINNEOLA FOR  
PROVISION OF WASTEWATER  
SERVICES**

THIS AGREEMENT is entered into between the CITY OF CLERMONT, Florida (hereafter referred to as "CLERMONT"), and THE CITY OF MINNEOLA, Florida (hereafter referred to as "MINNEOLA"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

WHEREAS, MINNEOLA operates a water and wastewater utility that serves approximately 12,000 customers; and

WHEREAS, MINNEOLA would like to provide wastewater services and thereby provide means to eliminate the use of septic tanks for waste removal for a new development within MINNEOLA'S 180 Utility District located on property described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, CLERMONT operates a water and wastewater utility that serves approximately 38,000 customers; and

WHEREAS, CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater by the Property; and

WHEREAS, CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

WHEREAS, the acceptance and treatment by CLERMONT of wastewater generated by the Property will be financially beneficial to both CLERMONT and MINNEOLA and will be beneficial to the citizens of MINNEOLA and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

NOW THEREFORE, the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.



2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 30,000 gallons per day of wastewater from the Property for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof). CLERMONT'S acceptance of wastewater from MINNEOLA is subject to the wastewater being in compliance with the quality and other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT'S wastewater treatment system.

3. MINNEOLA shall pay to CLERMONT, in the manner specified in paragraph 8 of this Agreement, the sum of \$5.13 per thousand gallons of wastewater accepted by CLERMONT from MINNEOLA for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to MINNEOLA, based on conditions that are unique and specific to MINNEOLA. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2019 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from MINNEOLA shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance services of any kind related to any wastewater system constructed by MINNEOLA. In addition to the above-referenced Intergovernmental Wholesale Rate, MINNEOLA shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, if and as may be applicable and as calculated in accordance with the formulas set forth in Exhibit "B," attached hereto and incorporated herein.

4. MINNEOLA will collect meter readings from the MINNEOLA water meter system as the means of measuring the amount of wastewater transmitted from the Property to the plant. MINNEOLA shall report that usage to Clermont within 30 days of the normal meter reading cycle. MINNEOLA may elect to charge a processing fee in addition to any charges agreed on by CLERMONT and MINNEOLA.

5. The owner(s) of the Property shall construct or cause to be constructed (by developers or other third parties) at its sole expense or that of the developer, the sanitary sewer force main and pumping facility, as approved by CLERMONT, which may be required to transmit wastewater from the Property to CLERMONT'S existing sewer system at a location approved by both MINNEOLA and CLERMONT. CLERMONT acknowledges and agrees that once sanitary sewer service becomes available to the Property as determined by MINNEOLA, the owner(s) of the Property shall disconnect from the CLERMONT system and connect to MINNEOLA'S sanitary sewer system within thirty (30) days of the date of written notice that such service is available.

6. MINNEOLA shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on MINNEOLA'S side, up to the point of connection to the manhole at the entry point to CLERMONT'S sewer system. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on CLERMONT'S side, including the manhole and beyond. Provided however, that to the extent that MINNEOLA'S failure to properly operate and maintain the wastewater system on MINNEOLA'S side of the FS Ch. 180 District boundary so as to require maintenance or to cause damage to CLERMONT'S side of the FS Ch. 180 District boundary, MINNEOLA shall be fully responsible for the costs associated with the maintenance and damage repairs.
7. MINNEOLA agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. MINNEOLA further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT'S wastewater system.
8. CLERMONT will invoice MINNEOLA on a monthly basis for the amount due for treatment and disposal of MINNEOLA'S wastewater. The amount to be billed shall be based upon MINNEOLA'S monthly reading of the quantity of water sold and metered by MINNEOLA to the Property as referenced in paragraph 4, plus any surcharges as described in Exhibit "B" hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The temporary capacity allotment granted herein to MINNEOLA may not be sold, sublet, transferred or assigned by MINNEOLA to any entity.
9. MINNEOLA agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the MINNEOLA wastewater system.
10. The Initial Term of this Agreement shall be 2 years from the effective date of this Agreement except as provided otherwise in Section 5 above. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and MINNEOLA. The Effective Date shall be the date of final adoption by the last party.

11. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and MINNEOLA, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

12. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, Florida Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall be exclusively in Lake County Circuit Court.

13. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of Clermont, City Manager  
685 West Montrose Street -3rd Floor  
Clermont, FL 34711

City of Minneola, City Manager  
800 North US Highway 27  
Minneola, FL 34715

14. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of MINNEOLA are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

15. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

16. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

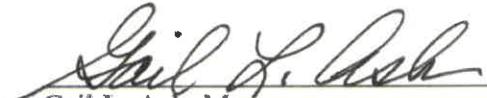
17. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

18. This Agreement shall be recorded in the Public Records of Lake County, Florida as required by applicable Florida Statutes.



IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF CLERMONT, FLORIDA

  
Gail L. Ash, Mayor

ATTEST:

  
Tracy Ackroyd-Howe, City Clerk

APPROVED AS TO FORM AND CONTENT:

  
Daniel F Mantzaris, CITY ATTORNEY

Witnesses:

  
Print Name: Brenda Toscano

  
Print Name: Christina Addington

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2019, by Gail L. Ash, as Mayor of the City of Clermont, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL



Notary Public Carlie Zinker  
My Commission Expires:  
Typed or Printed Name



CARLIE ZINKER  
Commission # GG 128898  
Expires July 27, 2021  
Bonded Thru Budget Notary Services

THE CITY OF MINNEOLA, FLORIDA

Pat Kelley  
Pat Kelley, Mayor

ATTEST:

April Sheppard  
April Sheppard, Acting City Clerk

APPROVED AS TO FORM AND CONTENT:

Scott Gerken  
Scott Gerken, City Attorney



WITNESSES:

Barbara Hollerand  
Signature

Barbara Hollerand  
Printed Name

Ramon D. Flores  
Signature

Ramon D. Flores  
Printed Name

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 29 day of July, 2019, by Pat Kelley, as Mayor of the City of Minneola, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.

SEAL

Darlene Macdonald



Notary Public

My Commission Expires: 5/18/2020

Darlene Macdonald  
Typed or Printed Name

## Exhibit A

### Legal Description

Commencing at the Southwest corner of Block 54, as per the official map of the Town of Minneola, Florida, recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida; thence Eastwardly along the South line of said Block 54 and said line extended to the intersection of the said line with the West line of U.S. Highway No. 27, which is the real point of beginning for this conveyance; thence Westwardly along the South line of said Block 54 and said line extended a distance of 680 feet, more or less, to the Southwest corner of said Block 54; thence Southwestwardly, along the West line of said Block 54 extended, a distance of 360 feet, more or less, to the Southwest corner of Lot 4 of Block 55 as per the official map of the Town of Minneola, Florida, recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida; thence Eastwardly along the South line of said Lot 4 and said line extended a distance of 840 feet, more or less, to the West line of said U.S. Highway No. 27; thence Northwestwardly along the West line of said U.S. Highway No. 27 to the Point of Beginning of this conveyance.

AND

Lots 2 and 5, Block 55, Official Map of the Town of Minneola, according to the plat thereof, as recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida.

AND

Lot 2, Block 52, Official Map of the Town of Minneola, according to the plat thereof, as recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida, lying West of U.S. Highway No. 27.

LESS: That portion of Bloxam Avenue lying East of Block 55, West of Lot 2, Block 52, South of Silverton Street, Official Map of the Town of Minneola, according to the plat thereof, as recorded in Plat Book 9, Page 31, Public Records of Lake County, Florida, and North of the subdivision named Edgewood Lake North, according to the plat thereof, as recorded in Plat Book 35, Page 17, Public Records of Lake County, Florida.

ALSO LESS: From a concrete monument at the NW corner of Block 55 (Sheet No. 7) of Official Map of the Town of Minneola, as recorded in Plat Book 9, Page 31-F, Public Records of Lake County, Florida, run South along the East right-of-way line of Galena Avenue 630 feet to a concrete monument and point of beginning; run thence North 60 feet; thence S.  $89^{\circ} 57'$  E. 913.32 feet to the Westerly right-of-way line of U.S. Highway No. 27; thence Southeasterly along said right-of-way line 61.85 feet to a concrete monument which is S.  $89^{\circ} 57'$  E. of Point of Beginning; thence N.  $89^{\circ} 57'$  W. 929 feet to the Point of Beginning.

AND

The on-site right-of-way vacated by the Minneola City Council.

## Exhibit "B"

### High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

MINNEOLA shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

#### *I. High Strength Waste Surcharge Criteria.*

##### *A. Surcharge/or abnormal strength wastes.*

1. A surcharge shall be imposed where the wastewater from MINNEOLA contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of MINNEOLA during the 9 billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of MINNEOLA 's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. MINNEOLA may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by MINNEOLA.

##### *B. Definition of Terms.*

1. Surcharge - Amount of money added to MINNEOLA 's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.



## ***II. Hydraulic Peaking Factor Surcharge.***

### ***A. Surcharge***

For each day that MINNEOLA transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, MINNEOLA will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, MINNEOLA will be billed an extra 1 % on its monthly service charge.

### ***B. Definitions.***

Average Daily Peak Flow (ADPF) - MINNEOLA's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing MINNEOLA.

# Resolution

2013-13

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OAKLAND, ORANGE COUNTY, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF OAKLAND AND THE CITY OF CLERMONT FOR THE PROVISION OF WASTEWATER SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Commission of the Town of Oakland, that:

## **SECTION 1.**

The Town Commission does hereby approve the acceptance of the agreement between the Town of Oakland and the City of Clermont, contingent upon approval of a rate to be established at a later date, subject to the conditions contained in the Interlocal Agreement between the Town of Oakland and the City of Clermont, and attached hereto and incorporated herein as Exhibit "A".

## **SECTION 2.**

The Mayor is authorized and directed to enter into the Interlocal Agreement attached hereto as Exhibit 'A' and the Town Manager is authorized to execute any and all documents necessary to complete the process as set forth therein.

## **SECTION 3.**

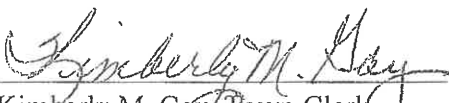
This resolution shall take effect immediately upon its adoption.

**DONE AND RESOLVED**, by the Town Commission of the Town of Oakland, Orange County, Florida this 3rd day of September, 2013.

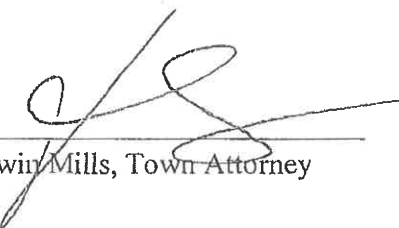
TOWN OF OAKLAND

  
Kathy Stark, Mayor

ATTEST:

  
Kimberly M. Gay, Town Clerk

Approved as to form and legality:

  
J. Edwin Mills, Town Attorney



**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF CLERMONT AND  
THE TOWN OF OAKLAND FOR PROVISION  
OF WASTEWATER SERVICES**

THIS AGREEMENT is entered into between the CITY OF CLERMONT, FLORIDA (hereafter referred to as "CLERMONT"), and THE TOWN OF OAKLAND, Florida (hereafter referred to as "OAKLAND"), pursuant to the "Florida Interlocal Cooperation Act of 1969", section 163.01 Florida Statutes.

**WHEREAS**, OAKLAND operates a water utility that serves approximately 1,200 customers, and

**WHEREAS**, OAKLAND'S water utility customers presently use septic tanks as a means of wastewater removal; and

**WHEREAS**, OAKLAND recognizes that septic tank use is a cause of environmental pollution, and

**WHEREAS**, OAKLAND would like to provide wastewater services and implement a wastewater system within its water utility and thereby provide means to eliminate or reduce the use of septic tanks for waste removal; and

**WHEREAS**, as OAKLAND recognizes that septic tank use limits certain opportunities for commercial development; and

**WHEREAS**, OAKLAND recognizes the financial constraints of constructing its own wastewater treatment plant; and

**WHEREAS,** CLERMONT operates a water and wastewater utility that serves approximately 34,000 customers; and

**WHEREAS,** CLERMONT owns and operates a wastewater treatment plant (the "Plant") which has excess capacity sufficient to treat a certain quantity of wastewater from OAKLAND; and

**WHEREAS,** CLERMONT recognizes that greater utilization of the Plant's excess capacity is more cost efficient; and

**WHEREAS,** the acceptance and treatment by CLERMONT of wastewater generated by customers of OAKLAND'S water utility will be financially beneficial to both CLERMONT and OAKLAND and will be beneficial to the citizens of OAKLAND and CLERMONT and the public at large by providing a more environmentally acceptable method of wastewater disposal than that provided by septic tanks.

**NOW THEREFORE,** the parties do hereby agree as set forth below:

1. The recitals above are true and correct and are incorporated into this Agreement as an integral part.

2. Subject to the terms, conditions and limitations of this Agreement and available capacity at the Plant, CLERMONT shall accept up to 1 million gallons per day of OAKLAND'S wastewater for treatment and disposal at the Plant (the "allotment"). Notwithstanding the forgoing, nothing herein shall act as a reservation of capacity or commitment by CLERMONT to make available the allotment (or portions thereof) except for the vested allotment amounts as described in section 3, herein. The allotment (or portions thereof) shall be made available to OAKLAND in increments or phases in accordance with the provisions set forth in **Exhibit "A"** attached hereto. CLERMONT's acceptance of wastewater from OAKLAND is subject to the wastewater being in compliance with the quality and

other criteria for wastewater set forth in the Clermont City Code Chapter 66, and any and all amendments or successor provisions thereto, and as mandated by any and all applicable law and permits related to CLERMONT's wastewater treatment system.

3. Once any portion of the allotment is in "use" as described herein, the right of OAKLAND to transmit the quantity of wastewater justified by such use shall be deemed vested in OAKLAND (the vested allotment amounts). Upon such vesting OAKLAND shall be able to rely on the continued acceptance by CLERMONT of such quantity of wastewater for the duration of time that CLERMONT (or any successor) provides wastewater services to residents of CLERMONT. For purposes of this paragraph, "use" shall be deemed to occur upon the payment by OAKLAND of the Clermont Reduced Impact Fee (as provided in paragraph 8) for a particular property. The "quantity of wastewater justified by such use" shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in Chapter 4 of the E.P.A. Design Manual – Onsite Wastewater Treatment and Disposal Systems. OCT. 1980 U.S. Environmental Protection Agency, Office of Water Programs Operations, Office of Research and Development Municipal Research Laboratory.

4. OAKLAND shall pay to CLERMONT, in the manner specified in paragraph 10 of this Agreement, the sum of \$4.80 per thousand gallons of wastewater accepted by CLERMONT from OAKLAND for treatment and disposal. This is an "Intergovernmental Wholesale Rate" which is exclusive to OAKLAND, based on conditions that are unique and specific to OAKLAND. The Intergovernmental Wholesale Rate shall increase on October 1 of each year during the term of this Agreement commencing October 1, 2015 by such annual automatic adjustment rate as established by CLERMONT City Council and applicable to all CLERMONT sewer utility customers. Currently the rate is 1.95% and may be adjusted by future ordinance of CLERMONT. The assent by CLERMONT to accept wastewater from OAKLAND shall not be construed to obligate CLERMONT to accept, or consider accepting, wastewater from other sources or to provide any operational or maintenance

services of any kind related to any wastewater system constructed by OAKLAND. In addition to the above-referenced Intergovernmental Wholesale Rate, OAKLAND shall pay to CLERMONT a High Strength Surcharge and a Hydraulic Peaking Factor Surcharge, as may be applicable and as calculated in accordance with the formulas set forth in Exhibit B, attached hereto and incorporated herein.

5. A flow meter and automatic flow recorder shall be the means of measuring the amount of wastewater transmitted by OAKLAND to the plant. OAKLAND shall, in accordance with CLERMONT'S current system requirements, install, or cause to be installed, at OAKLAND's expense, a flow meter assembly, air release valves, telemetry and associated piping (hereinafter collectively referred to as the "flow meter assembly") to transmit and record the data to CLERMONT'S computer system (SCADA). The flow meter assembly shall be constructed on property owned by OAKLAND and at a location agreed-upon by the parties. Upon acceptance, CLERMONT will own, operate and maintain the flow meter assembly and appurtenances. CLERMONT shall have the unrestricted right at any time to access to the flow meter assembly for purposes of operating and maintaining the system

6. OAKLAND, shall construct or cause to be constructed, at its sole expense, the sanitary sewer force main and pumping facility, as approved by CLERMONT, that may be required to transmit wastewater from OAKLAND's wastewater collection system to CLERMONT's existing force main at the location shown as "Point A" on Exhibit "C" attached and incorporated herein. OAKLAND also, at its sole expense, shall construct or cause to be constructed (by developers or other third parties), the collection system necessary for the collection and transmission of wastewater from individual homes, businesses and other customers of OAKLAND's water utility, to the force main which will in turn transmit the wastewater to CLERMONT's existing force main. OAKLAND acknowledges and agrees that at the time CLERMONT's forcemain is required to be upgraded or rerouted based on CLERMONT's 2008 Wastewater Master Plan for the Hartle Road corridor to accommodate the additional flow, OAKLAND shall pay proportionate share of the force main and lift station to CLERMONT upon commencement of the upgrade or reroute construction.

7. The parties agree on a "Demarcation Point" as illustrated and described as "Point B" on **Exhibit "C"** attached and incorporated herein. OAKLAND shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on Oakland's side of the Demarcation Point. CLERMONT shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on Clermont's side of the Demarcation Point. Provided however, that to the extent that OAKLAND's failure to properly operate and maintain the wastewater system on OAKLAND's side of the Demarcation Point so as to require maintenance or to cause damage to CLERMONT's side of the Demarcation Point, OAKLAND shall be fully responsible for the costs associated with the maintenance and damage repairs.

8. The Parties acknowledge that capital costs for the Plant, CLERMONT'S force mains and wastewater collection system is recovered through CLERMONT'S collection from its customers of an Impact Fee (The Clermont Impact Fee). The Parties further acknowledge that customers of OAKLAND'S wastewater system will be charged an impact fee. The Parties agree that OAKLAND upon the initial connection of customers to its wastewater system will be responsible for payment to CLERMONT of an amount that equals the Clermont Impact Fee for a similar customer less that portion attributable to CLERMONT'S collection system (the Reduced Clermont Impact Fee). A schedule showing the amount of the Reduced Clermont Impact fee for the various types of residential and business that would be connected to the system is attached as **Exhibit "C"**. The payment by OAKLAND of Clermont's Reduced Impact Fee shall be no later than the date that a customer is initially connected to the wastewater system. The amount of the Clermont Impact Fee may be periodically adjusted by CLERMONT. Adjustments shall take effect ninety (90) days after formal notification of same to OAKLAND. The Parties acknowledge that the amount, time of payment, and other aspects of the Clermont Impact Fee shall be governed by Clermont's ordinance on that subject as it may be amended from time to time. The Parties further acknowledge that in the event that any existing customer use, connected to the wastewater system is expanded or changed so as to result in an increase



impact fee pursuant to CLERMONT's ordinance, the increase impact fee, if any, subject to the reduction described herein, shall be paid at the time OAKLAND issues its final approval for the expansion or change of use. However, in no event shall OAKLAND be required to pay an amount attributable to the Clermont Reduced Impact Fee in excess of the impact fee that CLERMONT imposes on its own customers less the cost attributable to the wastewater collection system. In accordance herewith, OAKLAND shall provide to CLERMONT on a monthly basis an itemized list by owner's name, property address and work to be performed of all building permits issued in the previous month for customers connected to the wastewater system.

9. OAKLAND agrees to maintain and regulate the use of its wastewater collection system, to minimize infiltration and prevent harmful wastes from being deposited into its facilities, such as would overload or cause damage to the Plant or interfere with the wastewater treatment process. OAKLAND further agrees to the same extent as CLERMONT to require adequate pre-treatment of strong or harmful commercial wastes, at the source of generation, prior to permitting such wastes to be discharged into its system for treatment and disposal at the Plant. As further assurance of OAKLAND'S compliance with this paragraph, if requested, OAKLAND agrees to provide CLERMONT with development plans of non-residential customers connecting to OAKLAND'S wastewater system. The plans shall be provided to CLERMONT prior to the issuance of any pre-development approval, site approval, development order, construction or building permit by OAKLAND and as condition precedent to the connection of the non-residential customer to the wastewater system. It is expressly understood and agreed that CLERMONT shall not be required or obligated to accept any wastewater generated by an industrial use or containing industrial waste. Furthermore, CLERMONT shall have the right to reject any connection to the system or acceptance of wastewater hereunder for any use that CLERMONT reasonably determines is not in the best operational interests of CLERMONT's wastewater system.

10. CLERMONT will invoice OAKLAND on a monthly basis for the amount due for

treatment and disposal of OAKLAND's wastewater. The amount to be billed shall be based upon CLERMONT'S monthly reading of the quantity of wastewater transmitted from OAKLAND to CLERMONT as indicated by the flow meter and flow recorder referenced in paragraph 5, plus any surcharges as described in Exhibit "B" hereto. Payment will be due to CLERMONT no later than twenty days after the invoice is rendered. The capacity allotment granted herein to OAKLAND may not be sold, sublet, transferred or assigned by OAKLAND to any entity. CLERMONT represents that the Plant is readily susceptible to expansion and that such expansion can increase the Plant's capacity to accept additional wastewater for treatment. In the event that the capacity of the Plant becomes fully utilized prior to OAKLAND obtaining its desired capacity, CLERMONT agrees to work with OAKLAND in an effort to achieve an agreement for expansion of the Plant which as a minimum will be sufficient to accommodate OAKLAND'S remaining capacity requirements.

11. OAKLAND agrees to the extent permitted by law and without waiving its sovereign immunity, to hold harmless and defend CLERMONT, its officials, employees, contractors or agents for and from any and all damages including attorney's fees that may arise out of, or related to, any claim or cause of action, or threat thereof, of a third party, related in any manner to a customer connection to the OAKLAND wastewater system.

12. The Initial Term of this Agreement shall be 30 years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both CLERMONT and OAKLAND. The Effective Date shall be the date of final adoption by the last party. Notwithstanding the foregoing, The Vested Allotment Amounts, as provided in paragraph 3 herein shall not be affected by expiration of this Agreement.

13. This Agreement may not be terminated by either party prior to its expiration, unless an amendment to the Agreement is approved by both CLERMONT and OAKLAND, in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct it within thirty (30) days after written notice unless it requires more than thirty (30) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

14. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in "The Florida Governmental Conflict Resolution Act" Chapter 164, a party may file an action in circuit court. Venue for any cause of action to be filed hereunder shall be exclusively in Lake County Circuit Court.

15. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

City of CLERMONT:

CITY MANAGER  
685 West Montrose Street -3<sup>rd</sup> Floor  
Clermont, FL 34711

Town of OAKLAND:

TOWN MANAGER  
220 North Tubb Street  
P.O. Box 98 (if notice is by mail)  
Oakland, FL 34760-0098

16. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of OAKLAND are not intended as third party beneficiaries of this Agreement, and shall have no standing to enforce this Agreement or to assert

any claim against CLERMONT which arises out of or is related any way to this Agreement or the services provided by CLERMONT under this Agreement.

17. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement, and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

18. This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

19. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

20. This Agreement shall be recorded in the Public Records of both Lake County, Florida, and

Orange County, Florida as required by applicable Florida Statutes.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

THE CITY OF CLERMONT, FLORIDA

BY \_\_\_\_\_

Harold Turville, Jr. , Mayor

ATTEST: \_\_\_\_\_

Tracy Ackroyd,

City Clerk

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Daniel F. Mantzaris, CITY

ATTORNEY

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2012, by \_\_\_\_\_, as Mayor of the City of CLERMONT, Florida, who executed  
the foregoing instrument and acknowledged before me that he executed the same for the uses and  
purposes therein expressed, and who is personally known to me.

SEAL

Notary Public

My Commission Expires:

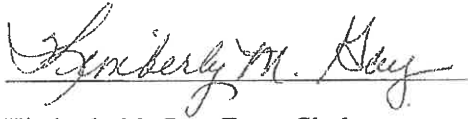
Type or Print Name

THE TOWN OF OAKLAND, FLORIDA

BY

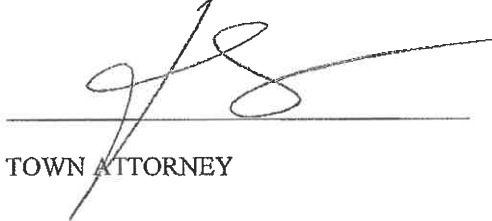
Kathy Stark, Mayor

ATTEST: \_\_\_\_\_



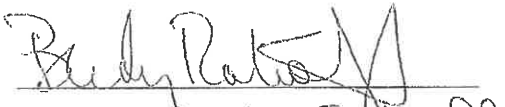
Kimberly M. Gay, Town Clerk

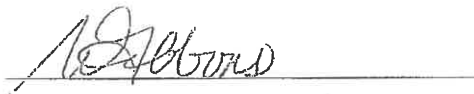
APPROVED AS TO FORM AND CONTENT:



TOWN ATTORNEY

Witnesses:

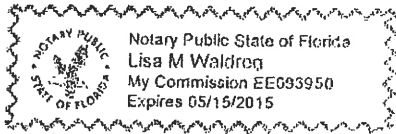
  
Print Name: Becky Rotroff

  
Print Name: Valerie Gibbons

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 3 day of Sept 2013, by Kathy Stark, as Mayor of the City of OAKLAND, Florida, who executed the foregoing instrument and acknowledged before me that he executed the same for the uses and purposes therein expressed, and who is personally known to me.



A handwritten signature in black ink, appearing to read "Lisa M. Waldron".

SEAL

Notary Public

Lisa M. Waldron

Type or Print Name

My Commission Expires:



Exhibit A

## Estimated Sanitary Sewer Demand

| Year | Estimate Demand<br>(gpd) |
|------|--------------------------|
| 2015 | 100,000                  |
| 2016 | 140,000                  |
| 2017 | 180,000                  |
| 2018 | 215,000                  |
| 2019 | 250,000                  |
| 2020 | 280,000                  |
| 2021 | 310,000                  |
| 2022 | 350,000                  |
| 2023 | 390,000                  |
| 2024 | 430,000                  |
| 2025 | 473,000                  |
| 2026 | 500,000                  |
| 2027 | 530,000                  |
| 2028 | 560,000                  |
| 2029 | 585,000                  |
| 2030 | 605,000                  |
| 2031 | 630,000                  |
| 2032 | 665,000                  |
| 2033 | 690,000                  |
| 2034 | 715,000                  |
| 2035 | 745,000                  |
| 2036 | 775,000                  |
| 2037 | 805,000                  |
| 2038 | 835,000                  |
| 2039 | 865,000                  |
| 2040 | 890,000                  |
| 2041 | 930,000                  |
| 2042 | 970,000                  |
| 2043 | 1,010,000                |
| 2044 | 1,050,000                |
| 2045 | 1,080,000                |

The future projects are based upon the following assumptions:

- Equivalent Residential Unit (ERU) Factors published by Orange County Utilities (02/11)
- Wastewater ERU = 250 gallons per day
- Current Zoning and Land Use Designations
- Existing Residential Neighborhoods coming online in phases over time
- Nearly 200 acres of vacant land along State Road 50 developed for Commercial uses

Exhibit "B"  
High Strength Waste Surcharge and Hydraulic Peaking Factor Surcharge

OAKLAND shall pay to CLERMONT in addition to the Intergovernmental Wholesale Rate the following surcharges as may become due based on the criteria and formula set forth below:

***I. High Strength Waste Surcharge Criteria.***

***A. Surcharge/or abnormal strength wastes.***

1. A surcharge shall be imposed where the wastewater from OAKLAND contains an abnormally high BOD or suspended solids concentration. The surcharge in dollars shall be computed by multiplying the average milligrams per liter (mg/L) of each constituent that exceeds three hundred (300) mg/L minus 300 mg/L, times the metered sewage flow of OAKLAND during the 9 billing period in millions of gallons times a treatment surcharge factor.

2. The treatment surcharge factor shall be derived annually from the following formula (the factor of 600 being the maximum normal BOD plus suspended solids content expressed in milligrams per liter):

$$\text{Treatment Surcharge Factor} = \frac{\text{Intergovernmental Wholesale Rate per million gallons}}{600}$$

3. CLERMONT at any time, may take samples of OAKLAND's wastewater. Should a sample show abnormal strength, CLERMONT will take two (2) additional samples within the next succeeding ten (10) days. The average of these three (3) tests will be used to determine whether a surcharge is due for that month, and, if so, the amount thereof. OAKLAND may request additional samples, and CLERMONT will take such additional samples and include the results thereof in calculating the average strength in the month in which taken, provided that the cost of such additional samples shall be paid for by OAKLAND.

***B. Definition of Terms.***

1. Surcharge - Amount of money added to OAKLAND's monthly bill to defray the additional expense that might be created due to high strength wastewater discharge to CLERMONT's system in the billing period.

2. BOD - five-day biochemical oxygen demand as determined in accordance with the testing procedure as defined in Standard Methods for the Examination of Water and Wastewater ("Standard Methods"), latest edition.

3. Suspended Solids - Non-dissolved solids contained in the sewage that can be removed by filtration as determined by the testing procedure as set forth in Standard Methods, latest edition.

4. Each Constituent - Defined as either BOD or Suspended Solids as far as waste strength is concerned.

## ***II. Hydraulic Peaking Factor Surcharge.***

### ***A. Surcharge***

For each day that OAKLAND transmits wastewater to CLERMONT's system for a consecutive four-hour period at a flow rate in excess of 200% of the Average Daily Peak Flow ("ADPF"), up to 250% of the ADPF, OAKLAND will pay a 1 % surcharge on its monthly charge not including the High Strength Surcharge above. For each 5% or fraction thereof in excess of 250% for a consecutive four-hour period that the flow exceeds the Average Daily Peak Flow, OAKLAND will be billed an extra 1 % on its monthly service charge.

### ***B. Definitions.***

Average Daily Peak Flow (ADPF) - OAKLAND's total flow during the four (4) consecutive months of greatest flow during the twelve (12) month period ending on the last preceding September 30th, divided by the total number of days in such four (4) month period. Average Daily Peak Flow in such four (4) month period will be based on the flow meter readings used for billing OAKLAND.



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 2

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                    |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                    |                                |
| Ordinance No. 2025-021 <i>Final</i><br><i>ProActive Auto Annexation</i>                                                                                                                                                                                                                                                                                                                                                                                                         |                                                    |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                    |                                |
| Recommend approval of Ordinance 2025-021.                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                    |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                    |                                |
| <p>The applicant, ProActive Custom Auto Land Trust, is requesting annexation of the subject property. The property is located at 13550 Granville Ave, east of Granville Ave and south of State Road 50, and is approximately 2.35 +/- Acres. The property meets the requirements for consideration of annexation under Florida Statutes 171.044 by adjacency to the current City limits. The property is currently used as an Auto Repair Shop and has plans for expansion.</p> |                                                    |                                |
|                                                                                                                                                                                                                                                                                                                                                                                               |                                                    |                                |
| <p>Since the property meets the requirements under Florida Statutes 171.044 for annexation, the property can be served by the City of Clermont for services, and the property of land is contiguous with the current City limits on the north and east property boundary, staff recommend approval of the annexation request. Staff recommends approval of Ordinance 2025-021.</p>                                                                                              |                                                    |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                    |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                    |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Fund Number and Description</b>                 | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                    |                                |
| 1. Ord. 2025-021 ProActive Auto ANEX (08.04.2025)                                                                                                                                                                                                                                                                                                                                                                                                                               | Ord. 2025-021 ProActive Auto ANEX (08.04.2025).pdf |                                |
| 2. ProActive Auto Annex Maps                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ProActive Auto Annex Maps.pdf                      |                                |

|    |                                                 |                                                     |
|----|-------------------------------------------------|-----------------------------------------------------|
| 3. | Utility Service Agreement - 13550 Granville Ave | Utility Service Agreement - 13550 Granville Ave.pdf |
| 4. | Application                                     | Application.pdf                                     |
| 5. | Legal Ad ANX - Pro Active Auto CC 7.30.25       | Legal Ad ANX - Pro Active Auto CC 7.30.25.docx      |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-021**

**AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Clermont, Lake County, Florida, has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

**WHEREAS**, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

**WHEREAS**, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

**WHEREAS**, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

**SECTION 1:**

**NOW, THEREFORE, BE IT ORDAINED**, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

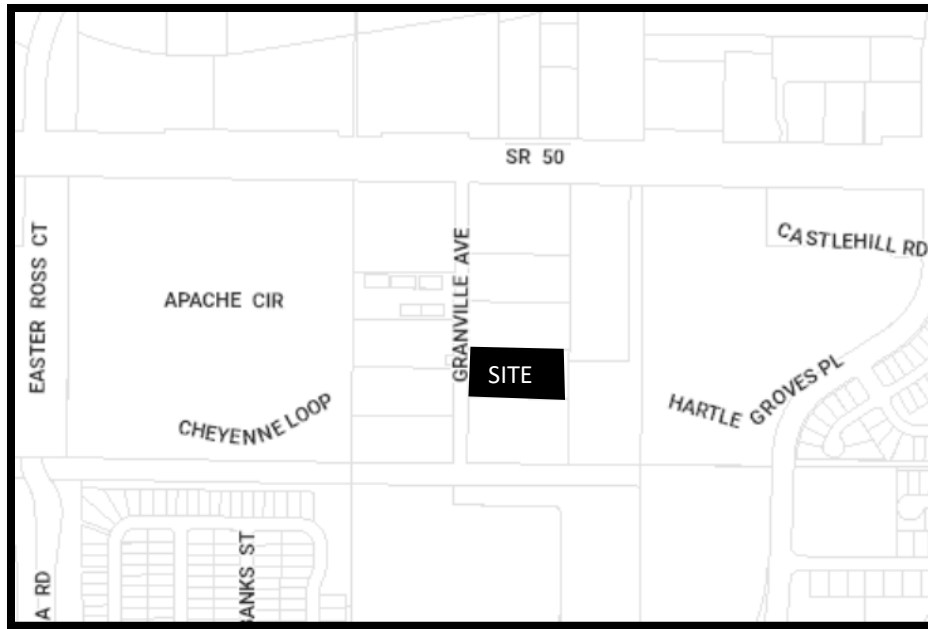
**LEGAL DESCRIPTION**

LAKE HIGHLANDS 26-22-26 FROM SW COR OF TRACT 25 RUN N 89-14-45 E 498.71 FT, N 0-53-59 W 116.82 FT, N 89-36-38 E 33 FT, N 0-53-49 W 188.51 FT FOR POB, RUN N 0-53-49 W 220 FT, N 89-36-37 E 466.07 FT, S 0-51-34 E 220 FT, S 89-36-37 W 465.92 FT TO POB  
PB 3 PG 52 ORB 6387 PG 733

**LOCATION**

13550 Granville Ave  
Property located on Granville Ave  
South of State Road 50  
Alternate Key 2758040  
2.35 +/- Acres

*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-021**



**SECTION 2:**

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

**SECTION 3:**

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

**SECTION 4: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 5: SEVERABILITY**

Should any Section or part of a Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be separable in meaning and effect from the Section to which such holding shall apply.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-021**

**SECTION 6: ADMINISTRATIVE CORRECTION**

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 7: RECORDING**

This Ordinance shall be recorded in the Public Records of Lake County, Florida and paid by the Applicant.

**SECTION 8: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-021**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 9<sup>th</sup> day of September, 2025.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

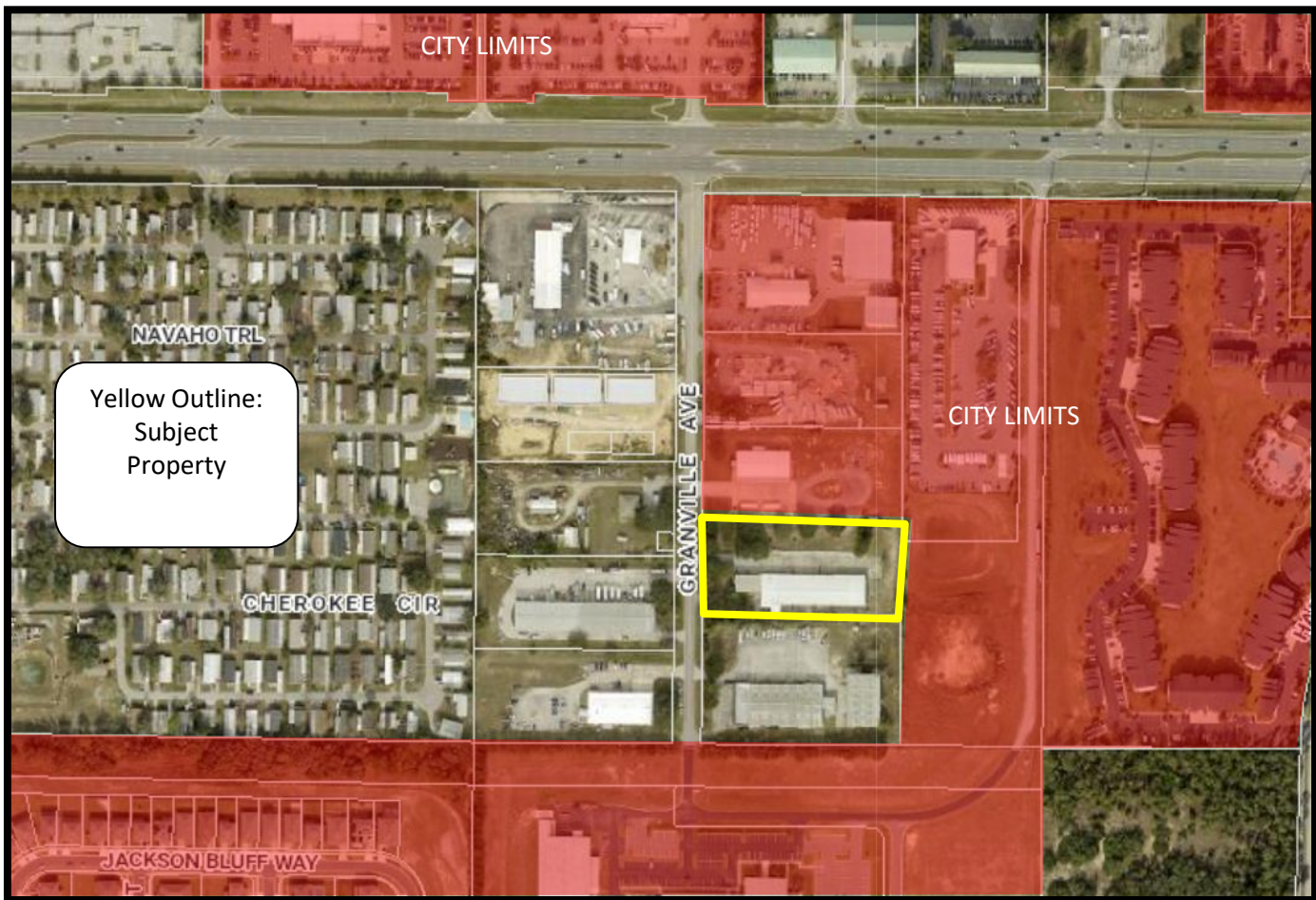
---

Christian W. Waugh, City Attorney

## Exhibit - Location Map – ProActive Auto



# Exhibit - Annexation Map – ProActive Auto



**UTILITY SERVICE AGREEMENT  
FOR WATER**

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Proactive Custom Auto Land Trust, and any successors or assigns, hereby referred to as **OWNER**.

**WITNESSETH**

**Whereas**, OWNER is requesting service for an office/warehouse facility described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

**Whereas**, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water service from the CITY; and

**Whereas**, as a condition of CITY providing said water to the property. Lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the development; and

**Whereas**, as a condition of the provision of water service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so upon Owner receiving a Certificate of Occupancy from Lake County; and

**Whereas**, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water service shall be extended and sized.

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

**Section 1. WATER/SEWER**— Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.4 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.5 The OWNER shall be responsible for the construction of all onsite lines and appurtenances to serve the project, as well as costs associated with the connection to the existing infrastructure off-site. No building permits shall be issued until water is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of improvements. No Certificate of Occupancy shall be issued until water improvements have been completed and accepted by the CITY.
- 1.6 The OWNER shall be responsible for all costs of onsite improvements and off-site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.7 The existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
- 1.8 Irrigation shall be provided by private well for common areas.
- 1.9 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.10 The City may require a looped system to provide reliability and redundancy to the property.
- 1.11 The development shall be in substantial compliance with the Existing Conditions and Aerial shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.12 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.13 The Agreement shall be for 180 gpd for water based on an annual average along with fire protection connection.

## **Section 2. DEVELOPMENT STANDARDS**

- (a) The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64).
- (b) The project is currently an existing auto repair facility operating in Lake County. Within the property, an existing building, approximately 22,000 square feet, is in need of retrofitting for an updated fire suppression system. Central water is necessary for the new suppression system. Any expansions to the current building size over 3% will result in the owner seeking voluntary annexation into the City of Clermont.

**Section 3. ANNEXATION**

OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

**Section 4. SEVERABILITY**

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

**Section 5. NOTICES**

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

**CITY**

City of Clermont  
City Manager  
P.O. Box 120219  
Clermont, FL 34712-0219

**OWNER**

Proactive Custom Auto Land Trust  
1309 Coffeen Ave. Suite 2166  
Sheridan, WY 82801

**Section 6. AMENDMENTS**

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.



**Section 7. EFFECTIVE DATE**

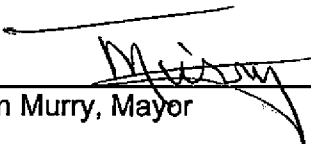
The effective date of this agreement shall be the day of execution of the agreement required hereunder. This Agreement shall be valid for no longer than five (5) years.

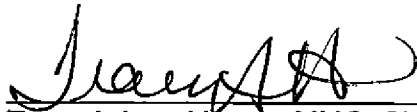
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through \_\_\_\_\_.

DATED this 29 day of July, 2025.

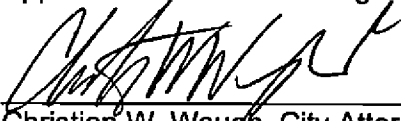
**CITY OF CLERMONT**

ATTEST:

  
\_\_\_\_\_  
Tim Murry, Mayor

  
\_\_\_\_\_  
Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

  
\_\_\_\_\_  
Christian W. Waugh, City Attorney



**OWNER:** Proactive Custom Auto Land Trust

Romona Deokaran

Signature

Title:

Hanging Member

Romona Deokaran

Print Name

STATE OF Florida  
COUNTY OF Lake

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of July, 2025, by Romona Deokaran, who is personally known to me or who has produced DL as identification and who did not take an oath.

Notary Public

Andrea Clark

SEAL



Type/print name

Andrea Clark



***EXHIBIT "A"*****PROPERTY DESCRIPTION****Owner:**

Proactive Custom Auto Land Trust

**Description:****LEGAL DESCRIPTION:**

That part of Tracts 25 and 26, according to the LAKE HIGHLANDS COMPANY'S PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, as recorded in Plat Book 3, Page 24, and also in Plat Book 3, Page 52, Public Records of Lake County, Florida, described as follows:

Commence at the Southwest corner of said Tract 25; thence North 89 degrees 14 minutes 45 seconds East along the South line of said Tract 25, a distance of 498.71 feet; thence North 00 degrees 53 minutes 59 seconds West, 116.82 feet; thence North 89 degrees 36 minutes 38 seconds East, 33.00 feet; thence North 00 degrees 53 minutes 49 seconds West, 188.51 feet to the POINT OF BEGINNING; thence continue North 00 degrees 53 minutes 49 seconds West, 220.00 feet; thence North 89 degrees 36 minutes 37 seconds East, 466.07 feet to the East line of the West 1/2 of aforesaid Tract 26; thence South 00 degrees 51 minutes 34 seconds East along said East line, 220.00 feet; thence South 89 degrees 36 minutes 37 seconds West, 465.92 feet to the POINT OF BEGINNING.

a/k/a: 13550 Granville Avenue, Clermont, FL 34711

**Lake County Alternate Key Numbers:**

2758040

**EXHIBIT "B"**

Notice of Encumbrance  
to Annex to City of Clermont

City of Clermont  
685 W. Montrose Street  
Clermont, FL 34712

**THIS INSTRUMENT, Made this 29th day of July 2025, between Proactive Custom Auto Land Trust, property owners in the County of Lake, State of Florida Grantor\*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee\*:**

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where

such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

### Exhibit "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

WITNESSES (Two required):

**Proactive Custom Auto Land Trust**

**Witnesses**

By: Romona Deokaran  
Signature

Romona Deokaran  
Type or print name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name

1. A. Wilson  
Signature

Nicole Wisniewski  
Type or print name

2. Katelyn Wilson  
Signature

Katelyn Wilson  
Type or print name

STATE OF Lake Florida  
COUNTY OF Lake

The foregoing instrument was acknowledged before me on this 31 day of July, 2025, by Romona Deokaran, who is personally known to me or who has produced DL as identification and who did not take an oath.

Notary Public Andrea Clark SEAL:

Type/print name Andrea Clark

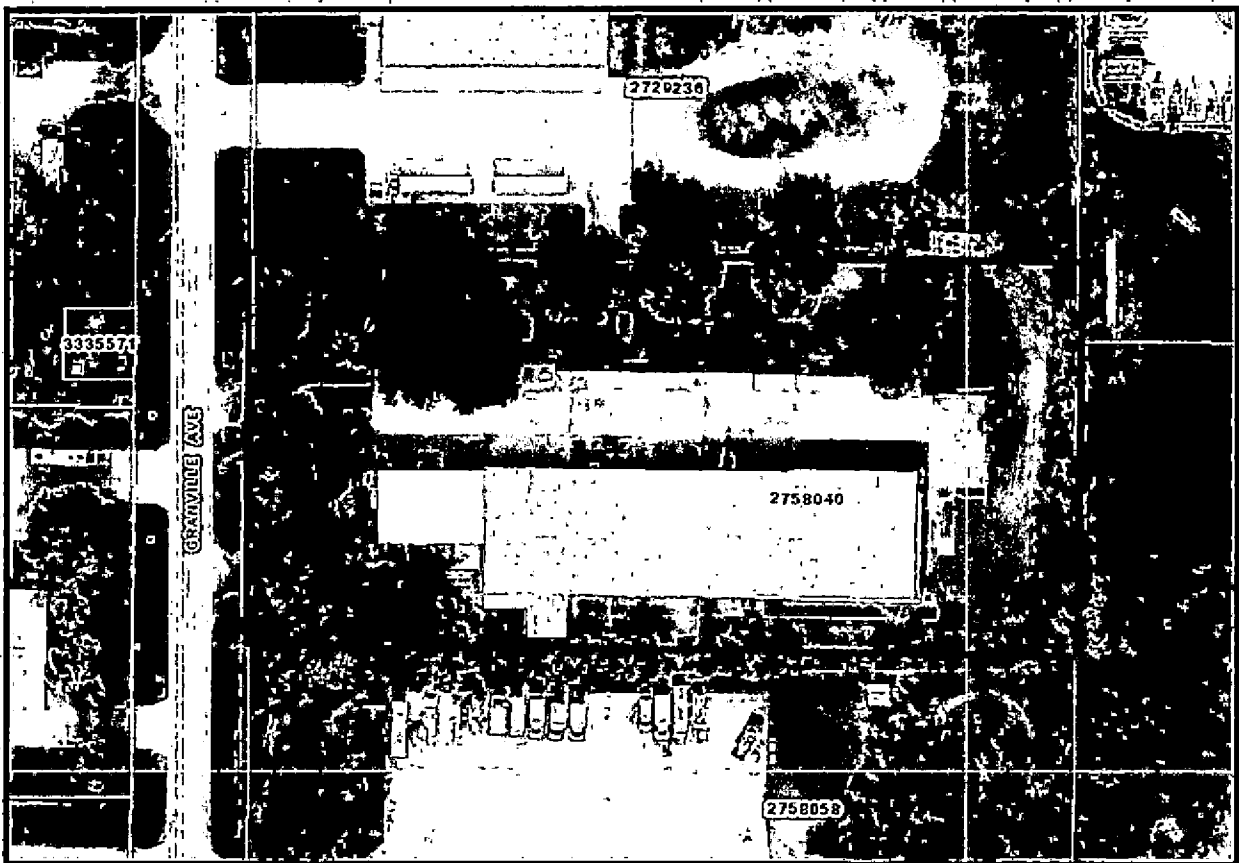


Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S., Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

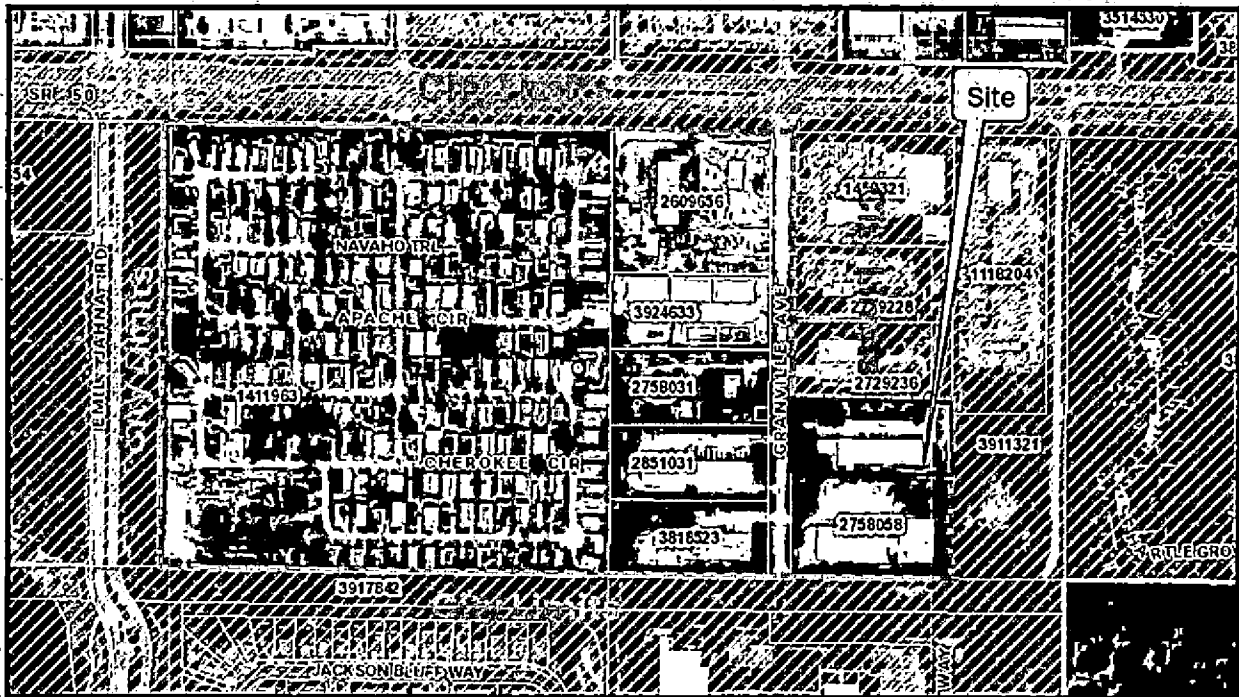
***EXHIBIT "C"***

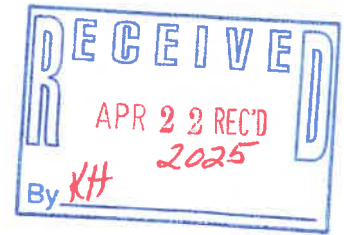
**EXISTING CONDITIONS AND AERIAL**

**Proactive Custom Auto Land Trust  
13550 Granville Ave.**



**EXHIBIT "D"**  
**LOCATION MAP**





APPLICATION & PETITION

DATE: 4-21-2025

PROJECT NAME (if applicable): PRO Active Auto

APPLICANT: PRO Active Custom Auto Land Trust

Address: 1309 COFFEEN AVE STE 2160

City: Sheridan State: WY Zip: 82801

Phone: 1-321-424-3104 Fax: \_\_\_\_\_

Applicant is: Owner: ☐ Agent: ☐ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: PRO Active Custom Auto Land Trust

Address: 1309 COFFEEN AVE STE 2160

City: Sheridan State: WY Zip: 82801

Phone: 1-321-424-3104 Fax: \_\_\_\_\_

AGENT NAME (Affidavit required): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Property address and/or general location: 13550 CRAWFORD AVE  
Clermont, FL 34711

AK 2758040

Area of property: 2.354 +/- acres, and/or 102,518 +/- sq. ft.

The property is PRESENTLY used for: Auto Repair Shop

The property is PROPOSED to be used for: Auto Repair Shop

Existing Lake County Land Use\*: Auto Repair Shop

Existing Lake County Zoning\*: Auto Repair / Heavy Industrial



**PETITION OF LANDOWNER(S) FOR ANNEXATION  
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

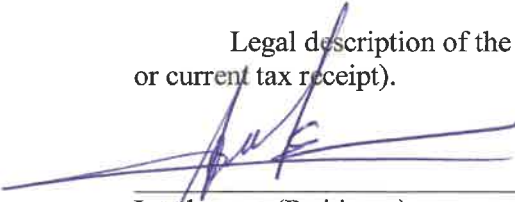
WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

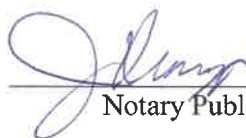
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 21 day of APRIL, 2025.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

  
Landowner (Petitioner)

4/21/25  
Date

  
Notary Public

My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 4-21-2025

Before me, the undersigned authority personally appeared KRISHNA DEUKARAN (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:  
Connection to City water and Sewer Service
3. That said authority (owner) has appointed (agent's name) \_\_\_\_\_ to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

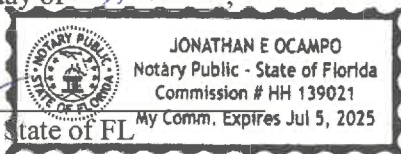
X [Signature]  
Owner (signature)

X \_\_\_\_\_  
Agent's (signature)

Sworn to and subscribed before me this 21 day of APRIL, 2025.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[Signature]  
Notary Public, State of FL  
My commission expires: \_\_\_\_\_



\_\_\_\_\_  
Notary Public, State of FL  
My commission expires: \_\_\_\_\_

**\*Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





**\* NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: 2 Structures  
Connected with Single Roof,  
Auto Repair

State the reason or basis for this request: Owner is updating Building  
and needs Fire Suppression, would like  
to connect to water and sewer service

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.  
(attach copy).

Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

ACT Key # 2758040

**APPLICATION FEE OF \$155.00 MUST BE SUBMITTED WITH THE APPLICATION OR PAID ONLINE PRIOR TO STAFF REVIEW. YOU WILL BE INVOICED PRIOR TO THE PUBLIC HEARING FOR THE ADVERTISING FEE. DISPLAY ADS ARE REQUIRED FOR ANNEXATIONS SO THE LEGAL AD FEES WILL BE A MINIMUM OF \$800 AND UP, DEPENDING ON THE LENGTH OF THE LEGAL DESCRIPTION.**

**\*IF FOR ANY REASON THE APPLICATION IS TABLED AT A MEETING, A NEW LEGAL AD WILL BE REQUIRED AT THE COST OF THE APPLICANT.**

**City of Clermont**  
Development Services Department  
685 W. Montrose St.  
P.O. Box 120219  
Clermont, FL. 34712-0219  
(352) 394-4083 Fax: (352) 394-3542

### **LEGAL NOTICE**

The Clermont City Council will consider the enactment of the following proposed Ordinance at their regularly scheduled meeting to be held Tuesday, September 9, 2025 at 3:00 PM at Clermont City Hall, Council Chambers located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

### **ORDINANCE NO. 2025-021**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVINERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.**

### **LOCATION**

13550 Granville Ave  
Property located on Granville Ave  
South of State Road 50  
Alternate Key 2758040  
2.35 +/- Acres



### **LEGAL DESCRIPTION**

LAKE HIGHLANDS 26-22-26 FROM SW COR OF TRACT 25 RUN N 89-14-45 E 498.71 FT, N 0-53-59 W 116.82 FT, N 89-36-38 E 33 FT, N 0-53-49 W 188.51 FT FOR POB, RUN N 0-53-49 W 220 FT, N 89-36-37 E 466.07 FT, S 0-51-34 E 220 FT, S 89-36-37 W 465.92 FT TO POB PB 3 PG 52 ORB 6387 PG 733

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC

City Clerk

Daily Commercial

Publish Dates: August 26, 2025 and September 2, 2025

Size: 2 columns by 10 inches



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                          |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                          |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                          |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                          |                                |
| Ordinance No. 2025-006 <i>Final</i><br><i>Time Limit for Commencing Construction</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                          |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                          |                                |
| Recommend approval of Ordinance 2025-006                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                          |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                          |                                |
| <p>City staff have received directions to proceed with processing amendments within the Land Development Code (LDC). Under the current Land Development Regulations, the time limit to start construction has been ambiguous without a definitive, measurable task. The addition of language that documents an inspection within the building permit process captures progress with a measurable date. Language is being added to state “physical construction” would, at a minimum, include a completed and approved building inspection. This is a realistic time period within two years of a development in order to move a project forward. Staff support this requested change. <i>The Planning and Zoning Commission recommended approval 6-0.</i></p> |                                                          |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                          |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                          |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Fund Number and Description</b>                       | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                          |                                |
| 1. Ord 2025-006 Time Commencing (08.15.2025)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Ord 2025-006 Time Commencing (08.15.2025).pdf            |                                |
| 2. 2025-006 BIE_Time Limit for Construction - Sept 9 CC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2025-006 BIE_Time Limit for Construction - Sept 9 CC.pdf |                                |
| 3. Legal ad - 9-9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Legal ad - 9-9.pdf                                       |                                |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-006**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS”, ARTICLE III “ORDERS AND PERMITS”, DIVISION 3 “CONDITIONAL USE PERMITS”, SECTION 101-216 “TIME LIMIT FOR COMMENCING CONSTRUCTION”, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on September 9, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

**WHEREAS**, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction”; and

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Clermont, that Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction” of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

**SECTION 1: AUTHORITY**

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

**SECTION 2:**

Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction” of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

**Sec. 101-216. Time limit for commencing construction.**

When any conditional use permit is granted, physical construction, including items required to meet adopted levels of concurrency, must begin within the timeframe established in the conditional use permit, which may not exceed two years. Such timeframe shall begin the date the conditional use permit is signed and executed by the permittee. For purposes of this section, the term "physical construction" shall mean the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. At a minimum, for new buildings, the

footing inspection shall be completed and approved. For building expansions or buildouts that do not require a footing inspection, a completed and approved building inspection will be required.

### **SECTION 3: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

### **SECTION 4: SEVERABILITY**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

### **SECTION 5: CODIFICATION**

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

### **SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

### **SECTION 7: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-006**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 9th day of September 2025.

CITY OF CLERMONT

---

Tim Murry, Mayor

ATTEST:

---

Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

---

Christian W. Waugh, Interim City Attorney



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-006**

**BUSINESS IMPACT ESTIMATE**

**TO:** Mayor Murry and Council Members  
**FROM:** Planning and Development Services / Curt Henschel  
**DATE:** August 15, 2025  
**SUBJECT:** Ordinance No. 2025-006 – Sec. 101-216 Time Limit for Commencing Construction

---

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer.

Ordinance 2025-006 is proposed to be adopted by the City on September 9, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

**1. Summary of proposed Ordinance 2025-006.**

Land Development Code, Chapter 101, Sec. 101-216 – “Time Limit for Commencing Construction”, to add language clarifying a minimum timeline for physical construction to begin within the timeframe established in the conditional use permit, which may not exceed two years, unless extended by City Council. Such timeframe shall begin the date the conditional use permit is signed and executed by the permittee. For purposes of this section, the term "physical construction" shall mean the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. **At a minimum, the footer inspection or a completed change of use/life safety permit shall be completed and approved.**

**2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city:**

**a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.**

City staff has not identified any direct cost to businesses associated with the proposed ordinance.

**b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

There are no new charges or fees on existing businesses.

**c. An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**

The proposed ordinance does not add enforcement requirements for City staff beyond that which are in the existing code, therefore there are no additional regulatory costs.

**3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.**

The proposed ordinance is not expected to impact any existing businesses.

**4. Any additional information the board determines may be useful.**

No additional information.



## Order Confirmation

Not an Invoice

|                          |                                                                      |
|--------------------------|----------------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                               |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                              |
| <b>Customer Address:</b> | City of Clermont - LEGALS<br>Po Box 120219<br>Clermont FL 34712-0219 |
| <b>Contact Name:</b>     | Nicole Wisniewski                                                    |
| <b>Contact Phone:</b>    | 352.241.7334                                                         |
| <b>Contact Email:</b>    | nwisniewski@clermontfl.org                                           |
| <b>PO Number:</b>        |                                                                      |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 08/13/2025 |
| <b>Order Number:</b>      | 11577175   |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 64.0000 |
| <b>Height in Inches:</b> | 5.3000  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 1           | 08/25/2025 - 08/25/2025 | Govt Public Notices |
| LEE dailycommercial.com | 1           | 08/25/2025 - 08/25/2025 | Govt Public Notices |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

|                                          |          |
|------------------------------------------|----------|
| Total Cash Order Confirmation Amount Due | \$103.12 |
| Tax Amount                               | \$0.00   |
| Service Fee 3.99%                        | \$4.11   |
| Cash/Check/ACH Discount                  | -\$4.11  |
| Payment Amount by Cash/Check/ACH         | \$103.12 |
| Payment Amount by Credit Card            | \$107.23 |

|                                  |                 |
|----------------------------------|-----------------|
| <b>Order Confirmation Amount</b> | <b>\$103.12</b> |
|----------------------------------|-----------------|

## Ad Preview

### LEGAL NOTICE

On Tuesday, September 9, 2025 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 101, Section 101-216-Time Limit for Commencing Construction.

**ORDINANCE NO. 2025-006  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS", ARTICLE III "ORDERS AND PERMITS", DIVISION 3 "CONDITIONAL USE PERMITS", SECTION 101-216 "TIME LIMIT FOR COMMENCING CONSTRUCTION", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC  
City Clerk

#11577175 8/25/25



# CITY OF CLERMONT

## AGENDA ITEM

Page 1 of 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                              |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |                                |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                              |                                |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                              |                                |
| Ordinance No. 2025-033 <i>Intro</i><br><i>Police Officers Retirement Pension Plan</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                              |                                |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                              |                                |
| Recommend approval of Ordinance 2025-033 related to pension plan changes reflecting federal law changes and pension-related union contract changes approved by Council on April 8, 2025.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                              |                                |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                              |                                |
| Recommend approval of Clermont Police Officers' Retirement Plan - Ordinance to enact pension changes in Collective Bargaining Agreement under Chapter 28 - Pension and Retirement. The change to Section 28-59 reflects changes required by Federal Law Secure Act 2.0 IRS Codes, allowing the pension board discretion not to collect inadvertent overpayments from benefit recipients, on a case-by-case basis. The changes to Section 28-60 and 28-84 reflect the pension-related changes to the Police Officers' and Sergeants' union contracts that Council approved on April 8, 2025, allowing the city to retain 75% of share plan funds in excess of \$211,000 (previously city retained 50%) for calendar year 2025, and 100% of share plan funds for calendar years 2026 and 2027. The change to Section 28-71 reflects changes required by Federal Law Secure Act 2.0 IRS Codes, pertaining to the age at which a Required Minimum Distribution must be taken. |                                              |                                |
| <b>Additional Analysis</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                              |                                |
| <b>Fiscal Impact Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                              |                                |
| According to the pension plan's actuary, the ordinance changes will have no actuarial impact on the pension plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                              |                                |
| <b>Fiscal Impact</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Fund Number and Description</b>           | <b>Available Budget Amount</b> |
| <b>Exhibits Attached</b> (copies of original agreements)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                              |                                |
| 1. Ord 2025-033 Police Pension (08.29.2025)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Ord 2025-033 Police Pension (08.29.2025).pdf |                                |
| 2. 9 9 2025 Actuary Impact Statement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 9 9 2025 Actuary Impact Statement.pdf        |                                |
| 3. Legal Ad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Legal Ad.pdf                                 |                                |



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-033**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT; LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS RETIREMENT PLAN AT CHAPTER 28, ARTICLE III; AMENDING SECTION 28-59, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 28-60, CONTRIBUTIONS; AMENDING SECTION 28-62, PRE-RETIREMENT DEATH; AMENDING SECTION 28-71, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 28-84, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Clermont Police Officers are provided pension and certain other benefits under Clermont City Code; Chapter 28, Article III;

**WHEREAS**, the City and the Central Florida Police Benevolent Association have agreed in collective bargaining to certain changes in pension benefits and allocation of Share Plan monies;

**WHEREAS**, there were changes to the Internal Revenue Code as it relates to governmental pension plans and those provisions need to be incorporated into the Police Officers' Retirement Plan; and

**WHEREAS**, the City Council desires to amend the provisions of the Police Officers' Retirement Plan to implement the collective bargaining agreement and to comply with the federal law changes.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Clermont, Lake County, Florida that (note: strikethrough indicates removed words and underlined indicates added text):

**SECTION 1:**

That Chapter 28, Pensions and Retirement, Article III, Police Officers Retirement Plan, Section 28-59, Finances and Fund Management, subsection (6)j., of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

- (6)j. Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent

*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-033**

overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

**SECTION 2:**

That Chapter 28, Pensions and Retirement, Article III, Police Officers= Retirement Plan, Section 28-60, Contributions, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

**Sec. 28-60. Contributions.**

(a) *Member contributions.*

(1) *Amount.* Each member of the system shall be required to make regular contributions to the fund in the amount of five percent (5.0%) of his salary. Member contributions withheld by the city on behalf of the member shall be deposited with the board immediately after each pay period. The contributions made by each member to the fund shall be designated as employer contributions pursuant to '414(h) of the code. Such designation is contingent upon the contributions being excluded from the members' gross income for Federal Income Tax purposes. For all other purposes of the system, such contributions shall be considered to be member contributions.

(2) *Method.* Such contributions shall be made by payroll deduction.

(b) *State contributions.* Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for police officers of the city shall be deposited in the fund comprising part of this system immediately and under no circumstances more than five (5) days after receipt by the city. In accordance with the Collective Bargaining Agreement between City and the Central Florida Police Benevolent Association, the Union agreed to allow the City to use 100% of all future Chapter 185 premium tax revenues up to the amount received in the 2012 calendar year (\$211,000.00) and 50% of any future amounts in excess of the 2012 calendar year distribution to fund the normal cost of the Plan. The remaining 50% of any Chapter 185 premium tax revenues in excess of the 2012 calendar year amount shall be credited to the share plan. This mutual consent will apply to all receipts of Chapter 185 distributions except calendar years 2025, 2026, and 2027.

For the Chapter 185 money received in calendar year 2025, the City will retain 75% of the excess over what was received in calendar year 2012 (\$211,000.00). For the Chapter money received in calendar year 2026 and 2027, the City will retain 100% of the Chapter 185 distributions.

(c) *City contributions.* So long as this system is in effect, the city shall make quarterly contributions to the fund in an amount equal to the required city contribution as shown by the applicable actuarial valuation of the system.

(d) *Other.* Private donations, gifts and contributions may be deposited to the fund, but such deposits must be accounted for separately and kept on a segregated bookkeeping basis. funds arising from these sources may be used only for additional benefits for members, as determined by the board, and may not be used to reduce what would have otherwise been required city contributions.

### **SECTION 3:**

That Chapter 28, Pensions and Retirement, Article III, Police Officers= Retirement Plan, Section 28-62, Pre-Retirement Death, subsection (e), of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

(e) *Distributions to spouse beneficiary.* Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under section 28-71(b)(2)a.

### **SECTION 4:**

That Chapter 28, Pensions and Retirement, Article III, Police Officers Retirement Plan, Section 28-71, Minimum Distribution of Benefits, subsection (b)(1) and subsection (b)(2)a., of the Code of Ordinances of the City of Clermont, are hereby amended to read as follows:

(b) *Time and manner of distribution.*

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date.

a. ~~For a member who attains age 70 1/2 years prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of:~~

1. ~~The calendar year in which the member attains age 70 1/2 years; or~~

2. ~~The calendar year in which the member terminates employment with the city.~~

~~b. For a member who attains age 70 1/2 years on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of:

1. The calendar year in which the member attains age 73 1/2 ~~72~~ years (provided they had not attained age 72 before January 1, 2023); or

2. The calendar year in which the member terminates employment with the city.

CITY OF CLERMONT  
ORDINANCE NO. 2025-033

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age 73 ~~702~~ years, ((provided they had not attained age 72 before January 1, 2023) if later, the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

**SECTION 5:**

That Chapter 28, Pensions and Retirement, Article III, Police Officers= Retirement Plan, Section 28-84, Supplemental benefit component for special benefits; chapter 185 share accounts, first paragraph, of the Code of Ordinances of the City of Clermont, is hereby amended to read as follows:

**Sec. 28-84. - Supplemental benefit component for special benefits; chapter 185 share accounts.**

There was established, effective January 26, 2016, an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefit to be in addition to the benefits provided for in the previous sections of this plan, such benefit to be funded solely and entirely by F.S. ch. 185, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. ' 185.35.

Effective January 26, 2016, the city shall use 100 percent of all future F.S. ch. 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000.00) and 50 percent of any future annual amount in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50 percent of any future annual amounts in excess of the 2012 calendar year distribution shall be allocated to this supplemental component (share plan). Notwithstanding the previous two sentences, for calendar year 2025, the City shall retain 75% of the amount of the Chapter 185 premium tax revenues in excess of the 2012 calendar year amount to fund the normal cost of the plan, and for calendar year 2026 and 2027 only, the City shall retain the entire Chapter 185 premium tax revenues received in excess of the 2012 calendar year amount. The share plan, and shall be further allocated to the members and DROP participants as follows:

**SECTION 6: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 7: SEVERABILITY**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

**SECTION 8: CODIFICATION**

Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Clermont.

**SECTION 9: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Regardless of whether such inclusion in the Code as described in Section 1 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener' s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

**SECTION 7: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.





*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-033**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of September, 2025.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

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Christian W. Waugh, City Attorney



Post Office Box 888343  
Atlanta, Georgia 30356-0343  
Telephone 770.392.0980  
Facsimile 770.392.2193

June 11, 2025

Trustees of the Retirement Plan for the Police Officers of the City of Clermont  
Mr. J. Scott Baur  
Managing Partner  
Resource Centers, LLC  
4360 Northlake Boulevard, Suite 206  
Palm Beach Gardens, FL 33410

Re: Retirement Plan for the Police Officers of the City of Clermont

Ladies and Gentlemen:

In response to your request, I have reviewed the recently proposed Ordinance No. 2025-\_\_\_\_\_ as submitted by Bonni Jensen on June 11, 2025. This ordinance adds required language to the plan to comply with the Secure Act 2.0 and modifies the allocation of Chapter 185 monies for 2025, 2026, and 2027. Because the ordinance does not change the minimum required contribution, this ordinance will have no actuarial impact on the plan.

If you have any questions, please do not hesitate to call me.

Sincerely,

*Charles T. Carr/ucj*

Charles T. Carr  
Consulting Actuary

## Order Confirmation

Not an Invoice

|                          |                                                                      |
|--------------------------|----------------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                               |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                              |
| <b>Customer Address:</b> | City of Clermont - LEGALS<br>Po Box 120219<br>Clermont FL 34712-0219 |
| <b>Contact Name:</b>     | Nicole Wisniewski                                                    |
| <b>Contact Phone:</b>    | 352.241.7334                                                         |
| <b>Contact Email:</b>    | nwisniewski@clermontfl.org                                           |
| <b>PO Number:</b>        |                                                                      |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 08/29/2025 |
| <b>Order Number:</b>      | 11625643   |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 67.0000 |
| <b>Height in Inches:</b> | 5.5500  |

### Print

| Product                 | #Insertions | Start - End             | Category            |
|-------------------------|-------------|-------------------------|---------------------|
| LEE Daily Commercial    | 1           | 09/09/2025 - 09/09/2025 | Govt Public Notices |
| LEE dailycommercial.com | 1           | 09/09/2025 - 09/09/2025 | Govt Public Notices |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

|                                          |          |
|------------------------------------------|----------|
| Total Cash Order Confirmation Amount Due | \$107.86 |
| Tax Amount                               | \$0.00   |
| Service Fee 3.99%                        | \$4.30   |
| Cash/Check/ACH Discount                  | -\$4.30  |
| Payment Amount by Cash/Check/ACH         | \$107.86 |
| Payment Amount by Credit Card            | \$112.16 |

|                                  |                 |
|----------------------------------|-----------------|
| <b>Order Confirmation Amount</b> | <b>\$107.86</b> |
|----------------------------------|-----------------|

# Ad Preview

## LEGAL NOTICE

On Tuesday, September 23, 2025 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Chapter 28, Article III.

**ORDINANCE NO. 2025-033  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT; LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS RETIREMENT PLAN AT CHAPTER 28, ARTICLE III; AMENDING SECTION 28-59, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 28-60, CONTRIBUTIONS; AMENDING SECTION 28-62, PRE-RETIREMENT DEATH; AMENDING SECTION 28-71, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 28-84, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

**Tracy Ackroyd Howe, MMC  
City Clerk**

Daily Commercial  
September 9, 2025  
L 11625643 9/9/25

**AGENDA ITEM**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Meeting Date</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| Tuesday, September 9, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <b>Agenda Item Name</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| Ordinance No. 2025-032 <i>Intro</i><br><i>LDC Amendment</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| <b>Requested Action</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| <b>Staff Report</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| <p>At the request of Council Member Howard, language to change certain sections of the land development code exempting American Flag display from height restrictions and permit requirements is being proposed. The proposed changes would occur under the City's 117 - Sign Code Section 117 and 125 – General Development Conditions.</p> <p><b>The proposed changes are listed below with underlining:</b></p> <p>Section 117-12. - Height and setbacks.</p> <p>(a) <i>Generally</i>. Measurements for height and setback for all signs shall be made from that portion of the sign nearest that point of ground reference to which the measurements are to be made. The height shall be measured from grade level at the location of the sign and shall include all decorative portions of the signs. All setback measurements shall be made from the property line as a point of reference unless otherwise specified.</p> <p>(b) <i>Measurement applicable to sign type</i>. The following measurements apply to the type of sign as listed:</p> <p>(1) <i>Ground signs</i>. No ground sign shall be located nearer than 50 feet from intersecting street right-of-way lines on Highways 50 and 27, and 30 feet on other streets.</p> <p>(2) <i>Wall signs</i>. Wall signs may not project more than 18 inches from the wall and may not extend above the roof or facade line.</p> <p>(3) <i>Projecting signs</i>. Projecting signs must be a minimum of eight feet above grade level or pedestrian ways and may not extend above the roof or facade line.</p> <p>(4) <i>Vehicle/portable signs</i>. Vehicle/portable signs may be located adjacent to the property line with the permission of the administrative official or established designee thereof.</p> <p>(5) <i>Ground directional signs</i>. Ground directional signs may be located adjacent to the property line.</p> <p>(6) Flag poles. <del>Flag poles shall have a maximum height of 30 feet above grade.</del></p> <p><u>(a) General flag poles: Flag poles shall have a maximum height of 30 feet above grade unless otherwise exempted under this section.</u></p> <p><u>(b) American Flag exemption: Flag poles shall be exempt from height restrictions set forth in</u></p> |  |

this subsection, provided that:

1. The installation complies with all applicable Federal Aviation Administration (FAA) regulations and height restrictions;
2. The structural integrity of the flag pole is certified by a licensed structural engineer;
3. The flag pole meets all applicable setback requirements unless waived by the variance; and,
4. The pole displays the American Flag, consistent with the provisions of the Flag Code, 8 U.S.C. § 4.

(c) Patriotic display protection. Nothing in this code shall be construed to limit, restrict, or prohibit the display of the flag of the United States of America in accordance with the Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 note) and applicable federal law.

(d) Emergencies. In the event that the American Flag exemption is determined to be unconstitutional, either regarding the Florida or U.S. Constitution, then the American Flag exemption shall be construed to only apply during times when the President of the United States of America, pursuant to the National Emergency Act (NEA), has declared a national emergency.

Section 125-522. - General development conditions.

1. *Building permit required.* It shall be unlawful for any person to initiate new uses of any land within the corporate boundaries of the city or to erect or construct any new structures or to move, add to, repair or modify in any way any existing structures, except by authority of permit issued by the building inspector or planning and development services department of the city acting as administrative officer of the regulations contained in this land development code. The words "planning and development services department," as used in this land development code, shall also mean the planning official or the designated representative thereof. All development, as defined in this land development code, shall be required to obtain development approval (i.e., a development permit/development order) prior to initiating development activity.

Flag poles and structures erected solely for the display of the flag of the United States of America are exempt from the permit requirements of this section, provided they comply with Federal Aviation Administration regulations and any applicable structural engineering requirements as certified by a licensed structural engineer. Such documentation from a structural engineer will be filed with the City.

**Additional Analysis**

**Fiscal Impact Summary**

**Fiscal Impact**

**Fund Number and Description**

**Available Budget Amount**

**Exhibits Attached** (copies of original agreements)

- |    |                                                     |                                                         |
|----|-----------------------------------------------------|---------------------------------------------------------|
| 1. | Ord 2025-032 Code Amendment Flag poles (08.29.2025) | Ord 2025-032 Code Amendment Flag poles (08.29.2025).pdf |
| 2. | Request                                             | Request.pdf                                             |
| 3. | Legal Ad                                            | Legal Ad.pdf                                            |
| 4. | 2025-032 BIE_Flag poles - Sept 23 CC                | 2025-032 BIE_Flag poles - Sept 23 CC.pdf                |

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING SECTION 117-12 (b)(6), “HEIGHT AND SETBACKS”, SECTION 125-522 (a) “GENERAL DEVELOPMENT CONDITIONS”, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on September 2, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

**WHEREAS**, the City Council of the City of Clermont shall amend the City Code, Section 117-12 (b)(6), “Height and Setbacks”, and Section 125-522 (a) “General Development Conditions”; and

**NOW, THEREFORE, BE IT HEREBY ORDAINED** by the City Council of the City of Clermont, that sections 117-12 (b)(6) and 125-522 (a) of the Clermont City Code shall be amended to make changes, as set forth in the following amendments shown in Section 2.

**SECTION 1: AUTHORITY**

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

**SECTION 2:**

The Land Development Code of the City of Clermont Code of Ordinances is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

**Sec. 117-12. – Height and setbacks.**

- (b) Measurement applicable to sign type. The following measurements apply to the type of sign as listed:
  - (1) Ground signs. No ground sign shall be located nearer than 50 feet from intersecting street right-of-way lines on Highways 50 and 27, and 30 feet on other streets.
  - (2) Wall signs. Wall signs may not project more than 18 inches from the wall and may not extend above the roof or facade line.

CITY OF CLERMONT  
ORDINANCE NO. 2025-032

- (3) Projecting signs. Projecting signs must be a minimum of eight feet above grade level or pedestrian ways and may not extend above the roof or facade line.
- (4) Vehicle/portable signs. Vehicle/portable signs may be located adjacent to the property line with permission of the administrative official or established designee thereof.
- (5) Ground directional signs. Ground directional signs may be located adjacent to the property line.
- (6) Flag poles. ~~Flag poles shall have a maximum height of 30 feet above grade.~~
  - (a) General flag poles: Flag poles shall have a maximum height of 30 feet above grade unless otherwise exempted under this section.
  - (b) American Flag exemption: Flag poles shall be exempt from height restrictions set forth in this subsection, provided that:
    - (1) The installation complies with all applicable Federal Aviation Administration (FAA) regulations and height restrictions;
    - (2) The structural integrity of the flag pole is certified by a licensed structural engineer;
    - (3) The flag pole meets all applicable setback requirements unless waived by the by variance; and,
    - (4) The pole displays the American Flag, consistent with the provisions of the Flag Code, 8 U.S.C. § 4.
  - (c) Patriotic display protection. Nothing in this code shall be construed to limit, restrict, or prohibit the display of the flag of the United States of America in accordance with the Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 note) and applicable federal law.
  - (d) Emergencies. In the event that the American Flag exemption is determined to be unconstitutional, either regarding the Florida or U.S. Constitution, then the American Flag exemption shall be construed to only apply during times when the President of the United States of America, pursuant to the National Emergency Act (NEA), has declared a national emergency.

**Sec. 125-522. – General development conditions.**

- (a) *Building permit required.* It shall be unlawful for any person to initiate new uses of any land within the corporate boundaries of the city or to erect or construct any new structures or to move, add to, repair or modify in any way any existing structures, except by authority of permit issued by the building inspector or planning and development services department of the city acting as administrative officer of the regulations contained in this



land development code. The words "planning and development services department," as used in this land development code, shall also mean the planning official or the designated representative thereof. All development, as defined in this land development code, shall be required to obtain development approval (i.e., a development permit/development order) prior to initiating development activity.

Flag poles and structures erected solely for the display of the flag of the United States of America are exempt from the permit requirements of this section, provided they comply with Federal Aviation Administration regulations and any applicable structural engineering requirements as certified by a licensed structural engineer. Such documentation from a structural engineer will be filed with the City.

### **SECTION 3: CONFLICT**

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

### **SECTION 4: SEVERABILITY**

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

### **SECTION 5: CODIFICATION**

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

### **SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR**

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

### **SECTION 7: PUBLICATION AND EFFECTIVE DATE**

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-032**

**PASSED AND ADOPTED** by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of September, 2025.

CITY OF CLERMONT

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Tim Murry, Mayor

ATTEST:

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Tracy Ackroyd Howe, MMC  
City Clerk

Approved as to form and legality:

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Christian W. Waugh, City Attorney



## COUNCIL MEMBER AGENDA ITEM REQUEST FORM

To request an item be reviewed for possible action by the City Council complete and submit this form and any supporting documents to the City Clerk's Office no later than 12 p.m. the Friday (seven business days) prior to the next regularly scheduled meeting. The City Manager will include the item on the agenda of an upcoming meeting.

### Requestor Information

Name Tod Howard

Address [REDACTED]

Preferred Contact ☐ Phone

☒ Email

THoward@ClermontFL.org

### Item Details

Please provide a detailed summary of item, including City area, service, activity or practice involved.

\_\_\_\_\_  
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\_\_\_\_\_  
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Desired Action Change our code, see attached

**All supporting documents must be included with this form when submitted.**

Pages submitted 5 on 8/28/25  
Number Date

[Signature]

## **AGENDA ITEM REQUEST**

**Proposed Agenda Item: Action as to Amending Sections 125-522 and 117-12 of the City Code to Exempt American Flag Display from Height Restrictions and Permit Requirements**

**Meeting Requested: Next Regular Council Meeting**

**Estimated Discussion Time: 15-20 minutes**

### **PURPOSE AND BACKGROUND**

Mr. Van Wagner, I respectfully request that the at our next meeting, City Council consider amendments to our current land development code that would exempt the display of the American flag from existing height restrictions and certain permit requirements, while maintaining appropriate safety standards.

**Current Issue:** Our existing code Section 117-12(6) limits flag poles to a maximum height of 30 feet above grade, which may unnecessarily restrict patriotic displays and potentially conflict with federal protections for American flag display.

### **IMPORTANCE OF ALLOWING AMERICAN FLAG DISPLAYS**

#### **Constitutional and Legal Considerations**

- The Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 note) provides federal protection for American flag displays
- First Amendment protections for patriotic expression and symbolic speech
- Avoiding potential federal preemption challenges to local restrictions on flag display

#### **Community Values and Patriotism**

- Demonstrates our city's respect for national symbols and veterans
- Supports residents' fundamental right to express patriotic sentiment
- Honors the sacrifices of military service members and their families
- Strengthens community identity and civic pride

### **PROPOSED SOLUTION**

**The proposed amendments would:**

1. Exempt American flag poles from height restrictions\*\* while requiring:
  - Compliance with Federal Aviation Administration regulations
  - Structural engineering certification for safety
  - Adherence to applicable setback requirements
2. Streamline permitting process for American flag displays while maintaining safety oversight
3. Add protective language, referencing federal law protecting flag display rights

The proposed changes would not require additional city expenditures and may reduce administrative burden on code enforcement staff.

#### SUPPORTING MATERIALS

- Draft ordinance language (attached)

**Sec. 125-522 General development conditions.**

(a) Building permit required. It shall be unlawful for any person to initiate new uses of any land within the corporate boundaries of the city or to erect or construct any new structures or to move, add to, repair or modify in any way any existing structures, except by authority of permit issued by the building inspector or planning and development services department of the city acting as administrative officer of the regulations contained in this land development code. The words "planning and development services department," as used in this land development code, shall also mean the planning official or the designated representative thereof. All development, as defined in this land development code, shall be required to obtain development approval (i.e., a development permit/development order) prior to initiating development activity.

Exception: Flag poles and structures erected solely for the display of the flag of the **United States of America** are exempt from the permit requirements of this section, provided they comply with Federal Aviation Administration regulations and any applicable structural engineering requirements as certified by a licensed structural engineer. Such documentation from a structural engineer will be filed with the City.

**Sec. 117-12. - Height and setbacks**

(a) Generally. Measurements for height and setback for all signs shall be made from that portion of the sign nearest that point of ground reference to which the measurements are to be made. The height shall be measured from grade level at the location of the sign and shall include all decorative portions of the signs. All setback measurements shall be made from the property line as a point of reference unless otherwise specified.

(b) Measurement applicable to sign type. The following measurements apply to the type of sign as listed:

(1) Ground signs. No ground sign shall be located nearer than 50 feet from intersecting street right-of-way lines on Highways 50 and 27, and 30 feet on other streets.

(2) Wall signs. Wall signs may not project more than 18 inches from the wall and may not extend above the roof or facade line.

(3) Projecting signs. Projecting signs must be a minimum of eight feet above grade level or pedestrian ways and may not extend above the roof or facade line.

(4) Vehicle/portable signs. Vehicle/portable signs may be located adjacent to the property line with permission of the administrative official or established designee thereof.

**(5) Ground directional signs.** Ground directional signs may be located adjacent to the property line.

**(6) Flag poles.**

**General flag poles:** Flag poles shall have a maximum height of 30 feet above grade.

**American Flag exemption:** Flag poles erected solely for the display of the flag of the United States of America are exempt from the height restrictions set forth in this subsection, provided that:

The installation complies with all applicable Federal Aviation Administration (FAA) regulations and height restrictions;

The structural integrity of the flag pole is certified by a licensed structural engineer; and

The flag pole meets all applicable setback requirements unless specifically waived by the administrative official.

**(c) Patriotic display protection.** Nothing in this code shall be construed to limit, restrict, or prohibit the display of the flag of the United States of America in accordance with the Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 note) and applicable federal law.

## Order Confirmation

Not an Invoice

|                          |                                                                      |
|--------------------------|----------------------------------------------------------------------|
| <b>Account Number:</b>   | 526733                                                               |
| <b>Customer Name:</b>    | City Of Clermont-Legals                                              |
| <b>Customer Address:</b> | City of Clermont - LEGALS<br>Po Box 120219<br>Clermont FL 34712-0219 |
| <b>Contact Name:</b>     | Nicole Wisniewski                                                    |
| <b>Contact Phone:</b>    | 352.241.7334                                                         |
| <b>Contact Email:</b>    | nwisniewski@clermontfl.org                                           |
| <b>PO Number:</b>        |                                                                      |

|                           |            |
|---------------------------|------------|
| <b>Date:</b>              | 09/02/2025 |
| <b>Order Number:</b>      | 11637249   |
| <b>Prepayment Amount:</b> | \$ 0.00    |

|                          |         |
|--------------------------|---------|
| <b>Column Count:</b>     | 1.0000  |
| <b>Line Count:</b>       | 47.0000 |
| <b>Height in Inches:</b> | 3.9000  |

### Print

| Product                 | #Insertions | Start - End             | Category       |
|-------------------------|-------------|-------------------------|----------------|
| LEE Daily Commercial    | 1           | 09/09/2025 - 09/09/2025 | Public Notices |
| LEE dailycommercial.com | 1           | 09/09/2025 - 09/09/2025 | Public Notices |

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

|                                          |         |
|------------------------------------------|---------|
| Total Cash Order Confirmation Amount Due | \$76.26 |
| Tax Amount                               | \$0.00  |
| Service Fee 3.99%                        | \$3.04  |
| Cash/Check/ACH Discount                  | -\$3.04 |
| Payment Amount by Cash/Check/ACH         | \$76.26 |
| Payment Amount by Credit Card            | \$79.30 |

|                                  |                |
|----------------------------------|----------------|
| <b>Order Confirmation Amount</b> | <b>\$76.26</b> |
|----------------------------------|----------------|



## Ad Preview

### LEGAL NOTICE

On Tuesday, September 23, 2025 at 3:00 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the City Code, Sections 117-12 and 125-522.

### ORDINANCE NO. 2025-032

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING SECTION 117-12 (b) (6), "HEIGHT AND SETBACKS", SECTION 125-522 (a) "GENERAL DEVELOPMENT CONDITIONS", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.**

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC  
City Clerk

11637249 9/9/2025



*CITY OF CLERMONT*  
**ORDINANCE NO. 2025-032**

**BUSINESS IMPACT ESTIMATE**

**TO:** Mayor Murry and Council Members  
**FROM:** Planning and Development Services / Curt Henschel  
**DATE:** August 28, 2025  
**SUBJECT:** Ordinance No. 2025-032 – Sec. 117-12 & 125-522

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Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare (or cause to be prepared) a business impact estimate prior to final consideration of an ordinance, subject to exemptions noted in the Law. The new law requires that the business impact estimate be posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer.

Ordinance 2025-032 is proposed to be adopted by the City on September 23, 2025, and is subject to this new requirement. Following are the categories required to be addressed for the proposed ordinance based on the new legislation:

**1. Summary of proposed Ordinance 2025-032.**

Land Development Code, Sec. 117-12 – “Height and setbacks” and Sec. 125-522 – “General development conditions”, to add exemption language for flag poles for the sole use of displaying the flag of the United States.

**2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city:**

**a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.**

City staff has not identified any direct cost to businesses associated with the proposed ordinance.

**b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.**

There are no new charges or fees on existing businesses.

**c. An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.**

The proposed ordinance does not add enforcement requirements for City staff beyond that which are in the existing code, therefore there are no additional regulatory costs.

**3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.**

The proposed ordinance is not expected to impact any existing businesses.

**4. Any additional information the board determines may be useful.**

No additional information.