



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Waive the Bid Process and Asphalt Roller #1830 Replacement

Presenter: Chris Minick

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations (4/2/12)	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	\$32,900	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

Executive Summary:

The Public Services Division is asking for approval to purchase a new Asphalt Roller to replace our existing Unit #1830 Ingersoll Rand Roller, which was purchased in 1995. We solicited quotes from three separate vendors and have selected a Bomag BW120AD-4 Roller for purchase based on equivalent size, weight, technical specifications and cost comparison. West Side Tractor Sales Company provided the most cost competitive quote of \$32,900. The Bomag BW120AD-4 Roller meets our minimum requirements and has been accepted as a viable replacement by our Fleet Division.

Attachments: *(please list)*

Recommendation/Suggested Action *(briefly explain):*

Recommendation to waive the bid process and award \$32,900 quote from West Side Tractor Sales Company.

For office use only:

Agenda Item Number: 6f



- NAPERVILLE, IL 60563
1400 W. Ogden Ave. (630)355-7150, Fax# (630)355-7173
- ROCKDALE, IL 60436
2130 Gould Ct. (815)730-9011, Fax# (815)730-9036
- ROCKFORD, IL 61102
3110 Prairie Rd. (815)961-3160, Fax# (815)965-1810
- SOUTH HOLLAND, IL 60473
310 W 162ND St. (708)331-6362, Fax# (708)331-7334
- WAUCONDA, IL 60084
1560 N. Old Rand Rd, (847)526-7700, Fax# (847)526-3565

12/9/2011
DATE

CUSTOMER ORDER#

Tate Van Overmeiren
SALESPERSON

PURCHASER NAME: City of St. Charles ATTN: Jim Kunches
 ADDRESS: Public Works Dept Email: jkunches@stcharlesil.gov
 CITY, STATE, ZIP: St. Charles, IL 60174 PHONE#

QTY	DESCRIPTION	PRICE
1	NEW 2012 BOMAG BW120AD-4	\$32,900.00
1	NEW DEMO 2011 BOMAG BW120AD-4 with 49 hrs complete with Power Train Warranty until June 2014	\$29,200.00
All quotes include freight, prep, owners manual, parts CD, and delivery.		

TRADE-IN:

TAXES* 0.00%			
SALES TAX	exempt	SELLING PRICE	
TIRE USER FEE		LESS TRADES-IN(S)	
COOK COUNTY USE		SUBTOTAL	\$ -
COOK COUNTY RETAIL			
FET		TOTAL TAXES*	\$ -
C. OF CHICAGO		SUBTOTAL	\$ -
TOTAL TAXES*	\$ -		
RENT TO APPLY**		TOTAL RENT TO APPLY	
RENTALS BILLED	\$ -	CASH DOWN PAYMENT	
LESS SERVICE CHARGE	\$ -	SECURE	
TOTAL RENT TO APPLY**	\$ -	OTHER	\$ -
		BALANCE DUE	\$ -

TERMS: CASH ON DELIVERY _____ CONDITIONAL SALES CONTRACT _____ MAKE CHECKS PAYABLE TO: "WEST SIDE EXCHANGE"
 NOTES: *****MUNICIPALITY LEASE TO OWN and other Financial options available upon request*****

WARRANTY CODE: _____ F.O.B. _____

ALL NEW EQUIPMENT IS SOLD UNDER THE STANDARD WARRANTY, IF ANY, OF THE MANUFACTURER.
 ALL DELIVERIES ARE SUBJECT TO DELAYS CAUSED BY ACTS OF GOD, FIRES, STRIKES, WAR, INSURRECTIN OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF OURSELVES OR THE MANUFACTURER
 IT IS UNDERSTOOD THAT THIS ORDER CONSTITUTES THE ENTIRE CONTRACT AND SHALL NOT BE BINDING UNTIL OFFICIALLY ACCEPTED BY THE WEST SIDE TRACTOR SALES CO. PURCHASER HAS READ AND UNDERSTANDS WARRANTY TERMS AND REVERSE SIDE.
 IF A TRADE-IN IS A PART OF THIS PURCHASE ORDER, "PURCHASER" HEREBY CERTIFIES THAT SUCH TRADE-IN(S) IS FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES EXCEPT AS SHOWN ABOVE.

YOUR ARE HEREBY AUTHORIZED TO ENTER THE ABOVE ORDER FOR THE UNDERSIGNED

SALESPERSON: _____ PURCHASER: _____

ACCEPTED FOR WEST SIDE TRACTOR SALES CO. BY: _____

BY: _____ DATE: _____

Sales Manager

Revision 8/1/05

NEW EQUIPMENT. The only warranties which a buyer of new equipment shall be entitled to are those warranties of the manufacturer presented to the Buyer at the time of delivery of such new equipment. **NO WARRANTIES** either expressed or implied, **INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, are given by Seller with respect to such new equipment.

2. USED EQUIPMENT. The following items are **EXPRESSLY EXCLUDED** from the coverage of any and all warranties, expressed or implied, given by Seller, with respect to used equipment: electrical equipment, glass, batteries, tires or under-carriage wear items, filters, oil or any repairs required due to neglect, abuse, or imprudent use by the Buyer. In the event of any question relating to the scope and applicability of this paragraph, the determination by a service representative designated by Seller shall be conclusive. In the event of any modification, alteration, addition, attachment, or repair to used equipment by anyone other than Seller, any and all warranties hereinafter set forth with respect to such equipment shall immediately become null and void. The following warranties are provided by Seller with respect to used equipment, subject to the exclusions set forth above:

(a) 30 DAYS: ALL PARTS AND LABOR IN OUR SHOP:

With respect to used equipment which has been completely rebuilt or reconditioned by Seller before delivery to Buyer, Seller expressly warrants such equipment to be free from defects in materials and workmanship, at the sole determination of Seller, for a period of thirty (30) days from date of purchase, if such equipment shall be delivered to Seller within such period. Seller's responsibility shall be limited to repair or replacement of such defective equipment, at Seller's option. This warranty may be limited to certain machine components if so stated on the face of this Order.

(b) 30 DAYS: 50-50 ALL PARTS AND LABOR IN OUR SHOP:

With respect to used equipment which has been repaired from time to time as needed by Seller before delivery to Buyer, Seller expressly warrants such equipment to be free from defects in materials and workmanship, at the sole determination of Seller, for a period of thirty (30) days from date of purchase, if such equipment shall be delivered to Seller within such period. Seller's responsibility shall be limited to repair or replacement, at Seller's option, at a cost calculated at list price for parts and labor, such cost to be shared equally between Buyer and Seller. Necessity for repair shall be a matter subject to the sole and final judgment of a service representative designated by Seller. Upon completion of repairs under this warranty, the Buyer's proportionate share of the cost thereof shall be paid in full as a condition precedent to the re-delivery of the equipment to the Buyer.

(c) AS IS - NO WARRANTY EXPRESSED OR IMPLIED:

With respect to used equipment sold to the Buyer in the same condition in which it was acquired by Seller, minor repairs before delivery to Buyer excepted, Seller makes **NO WARRANTY** either expressed or implied, **INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**, and the Buyer assumes complete responsibility for any repairs, adjustments, or replacement of parts upon his acceptance of such equipment.

In the event that any of the warranties on Used Equipment set forth on the face of this Order are designated as "**SUBJECT TO ONE (1) DAY TRIAL**", the Buyer may take delivery for the sole purpose of subjecting the equipment to a fair test of its capabilities: **PROVIDED**, however, that by taking such conditional delivery of the equipment, Buyer expressly agrees to assume full and complete liability for the equipment and for any consequential contingent or incidental damages and liabilities howsoever arising as a result of the possession or use thereof, and expressly agrees to indemnify, protect and save harmless Seller from any and all claims, demands or suits related to, arising from, or connected with, such conditional delivery or the possession or use of such equipment by Buyer. Within forty-eight (48) hours of delivery of the equipment to him, Buyer must indicate by appropriate communication to the Seller either (1) his acceptance of the equipment under the terms and conditions expressed upon the face and reverse sides of this Order; or (2) the unacceptability of the equipment, in which case Buyer must return the said equipment to Seller in the same condition that it was received. In the event that Buyer fails to so notify the Seller within the aforesaid time period, the Buyer shall be deemed to have unconditionally accepted the equipment upon the terms and conditions expressed upon the face and reverse sides of this order.

(d) AS IS - WHERE IS - NO WARRANTY EXPRESSED OR IMPLIED:

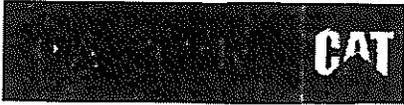
With respect to used equipment sold to the Buyer in the same condition and at the same location in which it was acquired by the Seller, without regard to whether the equipment is in running condition or operable, Seller makes **NO WARRANTY** either expressed or implied. **INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**, and the Buyer assumes complete responsibility for any repairs, adjustments, or replacement of parts and accepts full and complete liability for the equipment in its present location and condition upon his acceptance of such equipment.

3. The type of Warranty written on the face of this Order is **EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**, and shall not be construed as any way guaranteeing availability of equipment, new or used. Absence of a warranty statement on the face of the Order shall be construed as indication that the equipment is purchased under the terms and conditions of the **AS IS - WHERE IS - NO WARRANTY EXPRESSED OR IMPLIED** warranty above. Notwithstanding anything to the contrary herein contained, Seller shall not be liable for any consequential contingent or incidental damages whatsoever.

4. In the event that repairs are necessitated under any of the foregoing warranties, such repairs must be initiated prior to the expiration of the expressed warranty period in order to comply with the terms of the warranty. At the sole discretion of Seller, warranty repairs to equipment may be performed in the field, provided that prior thereto the Buyer agrees in writing to pay a compensatory sum for mileage and travel time of a designated service representative of Seller to and from the location of such equipment.

5. In the event that the sale of equipment evidenced by this sales contract is for a basic cash purchase price in excess of Five Thousand Dollars (\$5,000.00), Buyer hereby grants a security interest in the equipment sold by Seller and proceeds thereof for the unpaid purchase price or any part thereof until payment in full of such purchase price is made as provided herein. Upon wrongful refusal Buyer to accept delivery of the equipment, or upon failure to pay the purchase price thereof, Seller at its election may retake or resell the equipment and recover from Buyer all damages suffered, including repossession, transportation, selling and advertising costs, as well as costs of suit and attorney's fees of Twenty (20%) percent of any claimed amount. Buyer hereby grants Seller the right to enter upon Buyer's premises without notice, and to reclaim any equipment of Seller, and Buyer waives any right of whatever nature or source to notice or judicial hearing prior to said entry, reclamation, or resale.

"West Side has assigned its rights to sell rental machinery described herein to a Qualified Intermediary pursuant to an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement."



Quote 106081-01

December 8, 2011

CITY OF ST CHARLES
200 DEVEREAUX
ST CHARLES
Illinois
60174

Attention: JIM KUNCHES

Dear Jim,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

CATERPILLAR Model: CB24Q Paving Compaction

YEAR: 2012

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Charles Boerner

Charles Boerner
Machine Sales Representative

CATERPILLAR Model: CB24Q Paving Compaction

STANDARD EQUIPMENT

POWERTRAIN - Caterpillar C1.5 NA 3-cyl diesel engine - 24.4 kW / 32.7 HP gross power - Hydrostatic transmission - Service and parking brakes

ELECTRICAL - Engine start switch with auto preheat - Backup alarm and warning horn - 65-ampere alternator - 12-volt electric starting - Maintenance free 52 AH battery, 650 amp - Gauges : Fuel level and Hourmeter

OPERATOR ENVIRONMENT - Gauges : Fuel level and Hourmeter - Operator warning system indicators : - - Parking brake engaged - -Hydraulic oil temperature high - -Engine coolant temperature high - -Electrical system voltage low - -Engine oil pressure low - -Vibration activated - -Engine preheat - Lockable, vandalism guard for instrument - panel. - Hydraulic control level. - Seat with : - -Fore and aft adjustment - -Draining capability - -Wide retractable seat belt 76.2mm/3inch - -Armrest and wrist rest - 2 platform handrails / 2 guardrails - Steering wheel spinner - 12-volt power point

DRUMS - Two smooth drums : 1200mm / 47.2 inch - wide x 700mm / 27.6 inch diameter - Front or both drum vibration - control. - Pressurized drum watering system with : - - Continuous or intermittent modes - - 150L / 39.7gal water tank - Locking engine enclosure

OTHER STANDARD EQUIPMENT - Locking engine enclosure - Sight gauge for hyd. tank level. - Air restriction indicator - 56L (14.8 gal.) fuel tank capacity - 4 transport tie-down and 4 lift points - 6 Quick connect hyd. pressure test ports - 1 SOS port - Caterpillar O-ring face-seals couplings



MACHINE SPECIFICATIONS

Description	Reference No
CB24 UTILITY COMPACTOR DCA-5	370-0117
Available from the Baltimore Production Distribution Center	
293-2778 CB24 VIBRATORY COMPACTOR	293-2778
293-2083 DRUM, STANDARD	293-2083
293-2182 LIGHTS, ROADING AND WORKING	293-2182
297-4644 SEAT, WITH SAFETY SWITCH	297-4644
228-7831 SUPPORT, FIXED FOR SEAT	228-7831
293-2175 TANK, WATER 240 L	293-2175
293-2080 MUFFLER, STANDARD	293-2080
293-1963 PROPEL, STANDARD	293-1963
293-2078 CONTROL, STANDARD VIBRATION	293-2078
293-2180 OIL, HYDR, FACTORY FILLED	293-2180
315-4699 ROPS, FOLDABLE	315-4699
293 2190 GUARD GP LIGHT	

Description	Reference No
293-2200 SWITCH, BATTERY DISCONNECT	293-2200
INSTRUCTIONS, NORTH AMERICAN	293-2179
INSTRUCTIONS, ENGLISH	0F-4218
DOMESTIC TRUCK	0P-0210
LANE 1 ORDER	0P-9001

2011 Caterpillar List Price	\$46,710.00
Ext Warranty	\$920.00
FREIGHT AND DEALER PREP	\$2,742.00
GOVERNMENTAL DISCOUNT	(\$15,051.00)
GOVERNMENTAL EXEMPT (0%)	\$0.00
After Tax Balance	\$35,321.00

WARRANTY

Standard Warranty: 12 Months/Unlimited Hours Full Machine
 Extended Warranty: 36 MO / 5000 HR POWERTRAIN

F.O.B./TERMS
 St Charles Yard

ADDITIONAL CONSIDERATIONS

- Delivery is 2-3 weeks

Accepted by _____ on _____

 Signature



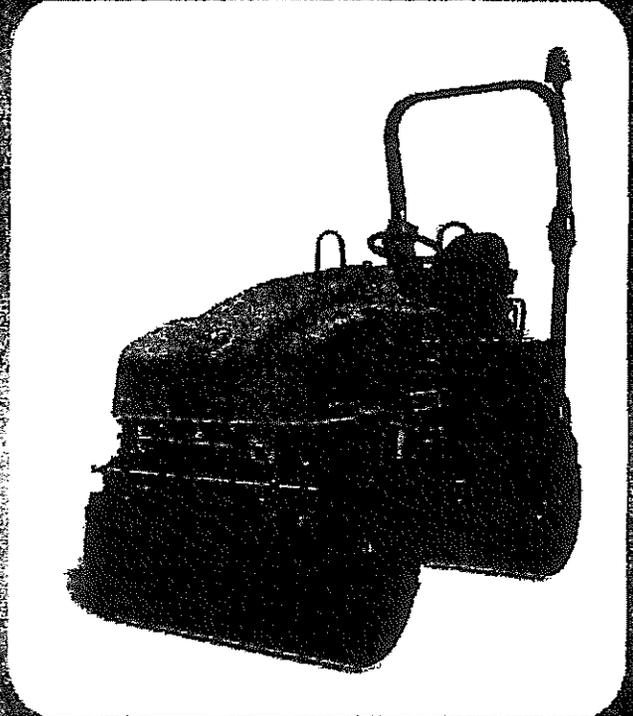
RD 27-120 Hydrostatic Vibratory Roller

Item Number: 0620396

RD 27-120

Rollers offer complete versatility and outstanding performance

Wacker Neuson's RD 27 series provides the ultimate in compact versatility. Each model offers a choice of high or low compaction force to fit a variety of conditions and applications. Dual frequency per drum's throttle lever controlled and accurately matches the roller to the job. Lower centrifugal force is ideal for asphalt applications while higher centrifugal force is better suited for work on granular subbases.



Additional Advantages

- Air filtration system features a two-stage cyclonic filter and an easy-to-read filter window for longer life.
- Large hood opens to fully expose engine and internal components for easy access and better serviceability.
- Intermittent sprinkler system offers a three-stage filter system for added reliability and removable water tank has large drain nozzle for efficient emptying.
- Ergonomically designed operator's station offers excellent visibility. Operator comfort is maximized with heavy-duty shockmounts to reduce HAV (hand-arm vibration).
- All models feature standard foldable ROPS (Roll Over Protection System).
- Units feature a reliable liquid-cooled Perkins diesel engine for quality performance and high productivity.



Description	Metric	Imperial
Overall size l x w x h	2500 x 1305 x 2770 mm	99 x 51 x 109 in
Operating weight (includes 175 lb. operator, half-full water tank and half-full fuel tank)	2824 kg	6226 lb
Shipping size	2500 x 1305 x 2770 mm	99 x 51 x 109 in
Shipping weight (including packaging)	2820 kg	6217 lb
Dry Weight	2582 kg	5692 lb
Engine Type	Liquid cooled, 3-cylinder, 4-stroke Perkins diesel 403D-15	
Displacement	1500 cm ³	91.5 in ³
Max. Rated Power at Rated Speed*	24.4 kW at 2800 rpm	32.7 hp at 2800 rpm
Power Rating Specification	ISO 14396	ISO 14396
Electrical system	12 V	12 V
Number of vibrating drums	2/1	
Frequency	66 Hz	960 rpm
Drum diameter	700 mm	28 in
Drum width	1200 mm	47 in
Dynamic (centrifugal) force per drum	41.5 kN	9350 lbf
Dynamic linear force per drum (max)	35 N/mm	198 lb/in
Forward/reverse speed (Infinitely variable)	0-10 km/h	0-6.2 mph
Outside turning radius	4 m	12 ft
Curb clearance (R/L)	474 mm	19 in
Side clearance (R/L)	51 mm	2 in
Max. area capacity	12000 m ² /h	129167 ft ² /h
Maximum gradeability	35%	35%
Water tank capacity	150 l	40 US gal
Fuel consumption	7 l/h	2 US gal/h
Fuel tank capacity	51 l	13.5 US gal

Standard Package - RD 27-120

Includes operator's manual and parts book

Please refer to our Price List and Ordering Guide for complete accessory information.

Specifications may change due to continuous product development. Users are advised to consult Wacker Neuson's Operator's Manual and website for specific information regarding the engine power rating. Actual power output may vary due to conditions of specific use.

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Date: 2/01/12

Time: 17:29

SUNBELT RENTALS

Email

QUOTE

KEVIN.VOLLMER@SUNBELTRENALS.COM

To: DAN

Company: CITY OF ST. CHARLES

Message:

From: Kevin Vollmer

Location: AURORA PC186

Phone: 630-236-0386

Fax #: 630-236-0563

PC#: 186
 2605 BEVERLY DR
 AURORA, IL 60502-8735
 630-236-0386

SUNBELT RENTALS, INC.

Salesman: 18603 VOLLMER, KEVIN (186)
 Typed By: KVOLLMER

Job Site:
 SHOP
 200 DEVEREAUX WAY
 SAINT CHARLES, IL 60174

C#: 630-377-4449 J#: 630-377-4449

Customer: 550162
 CITY OF ST. CHARLES
 2 EAST MAIN STREET
 SAINT CHARLES, IL 60174

QUOTE



Contract #.. 33302536
 Contract dt. 2/01/12
 Date out.... 2/01/12 4:27 PM
 Est return.. 2/29/12 4:27 PM
 Job Loc..... 200 DEVEREAUX WAY, ST CHARL
 Job No..... 1 - SHOP
 P.O. #..... NR - QUOTE
 Ordered By.. ROWE, DAN
 NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	47" DOUBLE DRUM RIDE-ON ROLLER DIESEL 0220140	225.00	225.00	565.00	1525.00	1525.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	16.150			16.15
1	ENVIRONMENTAL ENVIRONMENTAL	EA	21.350			21.35
	DELIVERY CHARGE					85.00
	PICKUP CHARGE					85.00
				Sub-total:		1732.50
				Total:		1732.50

Rate your rental experience www.sunbeltrentals.com/survey

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

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

Customer Signature _____ Date _____ Name Printed _____ Delivered By _____ Date _____

1. **TERMS.** CUSTOMER'S FORM OF EQUIPMENT RENTAL AGREEMENTS AND EQUIPMENT RENTAL CONTRACTS ARE INCORPORATED INTO THIS AND ALL FUTURE CONTRACTS BETWEEN SUNBELT AND CUSTOMER UPON CUSTOMER'S RECEIPT OF SUNBELT'S EQUIPMENT UNDER THESE CONTRACTS. ANY REFERENCE IN CUSTOMER'S PURCHASE ORDER OR OTHER CUSTOMER DOCUMENT SHALL BE VOID. "CUSTOMER" IS IDENTIFIED ON THE FRONT SIDE HEREOF AND INCLUDES ANY OF ITS REPRESENTATIVES, AGENTS, OFFICERS OR EMPLOYEES AND ANYONE SIGNING THIS CONTRACT ON BEHALF OF CUSTOMER. "EQUIPMENT" IS THE EQUIPMENT AND/OR SERVICES IDENTIFIED ON THE FRONT SIDE HEREOF, TOGETHER WITH ALL REPLACEMENTS, REPAIRS, ADDITIONS, ATTACHMENTS AND ACCESSORIES THEREON AND ALL PARTS EQUIPMENT RENTED. "SITE ADDRESS" IS THE LOCATION THAT CUSTOMER REPRESENTS THE EQUIPMENT WILL BE LOCATED DURING THE RENTAL PERIOD AND IS IDENTIFIED ON THE FRONT SIDE HEREOF. "STORM" IS THE SUNBELT STAFF LOCATION IDENTIFIED ON THE FRONT SIDE HEREOF. "SUNBELT" IS SUNBELT RENTALS, INC. AND ITS AFFILIATED COMPANIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

Customer rents the Equipment from Sunbelt pursuant to this Contract. Customer shall pay Sunbelt the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Sunbelt as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.

2. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if no incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

3. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or logos on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt, but Sunbelt has no responsibility during the Rental Period to inspect, or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Sunbelt has the right to enter the physical location of the Equipment (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use) and to inspect the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Contract. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.

5. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. "Incident" is any fire, explosion, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident; (c) Sunbelt or its agents investigate; (d) immediately submit to Sunbelt copies of all police or other third party reports; and (e) if applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's suggested list price on the date of the loss (MSRP) of the lost or destroyed Equipment ("loss" being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days); or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.**

6. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of the party(ies) that do. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.

7. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH (i) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (ii) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR INCURRED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRY, NON-USE OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**

8. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSRP thereof, unless RPP is elected and paid for; (c) motorist's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage). In the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt carries any insurance, Sunbelt's insurance will be considered excess insurance. THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.

9. **RENTAL PROTECTION PLAN ("RPP").** If Customer has elected the RPP and the Equipment is lost, stolen, damaged or destroyed, provided the Conditions are satisfied and an Exclusion does not apply, then Customer's repair or replacement responsibility in Sections 4 and 5 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts: (a) 10% of the MSRP for Equipment stolen from a secure location (being defined as under lock and key with only Customer having access thereto); (b) 50% of the MSRP for Equipment stolen from an unsecured location; (c) 50% of the cost of repairs for incidental or accidental damage to Equipment less the greater of \$500 or 10% of the MSRP; (d) 50% of the MSRP of destroyed Equipment less the greater of \$500 or 10% of the MSRP; (e) costs in excess of \$50 for tire repairs, if dispatched by Sunbelt (excludes flame filled tires, demolition puncture tires and tire replacement, the entire cost of repair and/or replacement being Customer's responsibility in such events); and (f) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or, for lost or stolen Equipment, after Sunbelt receives the police report. THE RPP IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO SUNBELT OR OTHERS ARISING OUT OF POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.

advance of the rental; (B) Customer pays 15% of the gross rental charges as the fee for the RPP; (C) Customer fully complies with the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.

10. **RPP EXCLUSIONS.** Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT cover the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to possession and/or operation of Equipment by a person other than Customer or Customer's authorized employee or any dishonest act by Customer; (B) due to the Equipment's operation in a manner inconsistent with the manufacturer's instructions, or contrary to this Contract, including but not limited to the Equipment exceeding rated capacity, being overloaded, misuse, abuse, neglect, improper servicing or lack of Customer required maintenance; (C) due to the Equipment's collision, overturning, upset, rolling over or striking prohibited objects; (D) caused by vandalism, malicious mischief, disappearance, loss, theft or wrongful conversion of Equipment reported by Customer to the police within 48 hours of discovery and substantiated by a written police report (promptly delivered to Sunbelt); (E) occurring during the loading, unloading or transportation of the Equipment (other than by Sunbelt); (F) due to flood, wind, storm, earthquake or other external causes; (G) due to nuclear reaction, radiation, radioactive contamination, exposure and/or contamination with or from hazardous materials or any other cause; (H) due to seizure or destruction of Equipment by order of governmental authority; and (I) accessories, which are not being charged the RPP fee. THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE RPP.

11. **RECOVERY OF EQUIPMENT.** Notwithstanding anything to the contrary in this Contract, if lost or stolen Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered.

12. **Subrogation.** Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure Sunbelt such rights.

13. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift," being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover Sunbelt's direct and indirect costs of refueling the Equipment)); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include state motor fuel taxes.

14. **PAYMENT.** Customer shall pay amounts due, without any offsets. In full at the time of receipt, unless Sunbelt approves Customer's executed credit application (credit customers must pay, upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in finding actual damages caused by the payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be retained after all amounts are paid in full. Customer agrees that if a credit card is provided by Customer for guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on the Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

15. **RETURN OF EQUIPMENT.** "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours provided Customer has otherwise complied with this Contract. Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was rented, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until Sunbelt shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a pick up number from Sunbelt evidencing such call ("Pick Up Number"), which Pick Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss of or damage to the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges from the date the Pick Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

16. **DEFAULT.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk if Sunbelt, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer, in default, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment, without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT FOR SUCH REPOSSESSION.

17. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with federal and state environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Sunbelt collects as revenue and uses at its discretion.

18. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

19. **JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

20. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) notify Sunbelt prior to taking such action; (b) execute an amendment to this Contract, which amendment is incorporated herein; and (c) obtain Sunbelt's consent. Although prohibited under this Contract, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to and must comply with all U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for: (i) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (ii) obtaining any required documentation necessary for return of the Equipment; and (iii) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

21. **MISCELLANEOUS.** If this Contract identifies any Equipment that is to be purchased by Customer, Sunbelt sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Equipment. Sunbelt retains title to the Equipment until Customer has paid in full. This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. The parties expressly and irrevocably agree: (a) this Contract (including any related tort claims shall be governed by the laws of South Carolina, without regard to any conflicts of law principles; and (b), if any provision of this Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's) lenders' rights in and to the Equipment. Headings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange.



James Kunches/PW/COSC
12/15/2011 06:56 AM

To Dan Rowe/SW/PW/COSC@COSC
cc
bcc

Subject Fw: Roller budget quote

Dan heres another quote from the old payline west this is the same roller from R J construction but the cost is twelve thousand more is this priced that much higher or is R J priced that good
— Forwarded by James Kunches/PW/COSC on 12/15/2011 06:50 AM —

Roller budget quote

tomr to: jkunches

12/13/2011 03:49 PM

Jim,
Budget numbers on the 6000lb. vibratory roller per your request.
Call with any questions please.
Thomas Ralph
630-675-0632/mobile



001404.PDF



IMPLEMENT

www.martinimplement.com

Orland Park, IL 60467-9489 South Elgin, IL 60177-2236
(708) 349-8430 Phone (630) 883-3320 Phone
(708) 349-4230 Fax (847) 695-9105 Fax

Ship to: SAME AS BELOW

Branch 03 - Martin West
Date 12/13/2011 Time 15:48:54 (O) Page 1
Account No. STCHA001 Phone No. 6303774400 Quote No. 01 001404
Ship Via Purchase Order BUDGET ONLY
Sales Tax No. E9996-0680
Salesperson 740

Invoice to: City of Saint Charles
Accounts Payable
2 E. Main St.
Saint Charles IL 601741926

EQUIPMENT QUOTE

DESCRIPTION ** Q U O T E ** Expiry Date: 12/30/2011 AMOUNT

Stock #: ? Serial #: 45000.00
(1)One Wacker model RD27-120 hydrostatic vibatory roller,
5225lb operating weight, 32.7 hp Perkins diesel, 12 volt
electrical, dual 47" wide x 28" dia. drums, 9330 lb/ft
centrifigal force, 3960 vpm, 12' outside turning radius, 40
gallon water tank, 13.5 gallon fuel capacity, 129000 sq/ft
capacity per hour, 0-6.2 mph forward/reverse speeds,
hydrostatic transmission, intermittent sprinkler w/3 stage
filter system, foldable rops, work lights, deluxe seat with
armrests, and all other standard equipment. Quoted price is
for BUDGET PURPOSES ONLY.

Subtotal: 45000.00
Quote Total: 45000.00

Authorization:
Attn: Jim Kunches-Street Dept./jkunches@stcharlesil.gov

Thank You for the opportunity to quote this equipment,
please call with any questions or comments.
Sincerely,
Thomas Ralph
Martin West Inc.
30-675-0632/mobile

Selling price is F.O.B. Martin Implement Sales and does not include sales tax; add if applicable.
Equipment is subject to prior sale.



"Kevin J. Vollmer, Sunbelt
Rentals Branch 186"
<kevin.vollmer@sunbeltrental
s.com>

02/01/2012 04:38 PM

To "drowe@stcharlesil.gov" <drowe@stcharlesil.gov>

cc

bcc

Subject Sunbelt Compactor Quotes

Dan

Here is a link to the Wacker 47" double drum roller I can sell new to you.

<http://products.wackerneuson.com/webapp/ecommerce/pdf?partNbr=0620396&lang=-1>

Sale price is as follows:

Wacker RD27-120:	\$34,046
Freight:	\$400
Prep:	\$250
Total:	\$34,696

I also have attached a 6 month rental quote if you would choose to go that route.

Let me know what you think. I can put together a more formal proposal together for you if would need that.

Thank you!

Kevin Vollmer | Sunbelt Rentals, Inc. | Sales Representative
Making It Happen For Our Customers!
2605 Beverly Drive | Aurora, IL 60502
T: 630-236-0386 | C: 815-739-3155 | F: 630-236-0563
kevin.vollmer@sunbeltrentals.com<mailto:kevin.vollmer@sunbeltrentals.com>
www.sunbeltrentals.com<http://www.sunbeltrentals.com>



Saint Charles Roller2.PDF



Date: 2/01/12

Time: 17:33

SUNBELT RENTALS

Email

QUOTE

KEVIN.VOLLMER@SUNBELTRENALS.COM

To: DAN

Company: CITY OF ST. CHARLES

Message: _____

From: Kevin Vollmer

Location: AURORA PC186

Phone: 630-236-0386

Fax #: 630-236-0563



RENTALS

PC#: 186
2605 BEVERLY DR
AURORA, IL 60502-8735
630-236-0386

SUNBELT RENTALS, INC.

Salesman: 18603 VOLLMER, KEVIN (186)
Typed By: KVOLLMER

Job Site:

SHOP
200 DEVEREAUX WAY
SAINT CHARLES, IL 60174

C#: 630-377-4449 J#: 630-377-4449

Customer: 550162

CITY OF ST. CHARLES
2 EAST MAIN STREET
SAINT CHARLES, IL 60174

QUOTE



Contract #.. 33302536
Contract dt. 2/01/12
Date out.... 2/01/12 4:27 PM
Est return.. 7/18/12 4:27 PM
Job Loc..... 200 DEVEREAUX WAY, ST CHARL
Job No..... 1 - SHOP
P.O. #..... NR - QUOTE
Ordered By.. ROWE, DAN
NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	47" DOUBLE DRUM RIDE-ON ROLLER DIESEL 0220140	225.00	225.00	565.00	1525.00	9150.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	16.150			16.15
1	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	128.100			128.10
	ENVIRONMENTAL					
	DELIVERY CHARGE					85.00
	PICKUP CHARGE					85.00
				Sub-total:		9464.25
				Total:		9464.25

Rate your rental experience www.sunbeltrentals.com/survey

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

**MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY**

**CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS**

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

Customer Signature

Date

Name Printed

Delivered By

Date

1. **TEGMS.** Customer's rental of Equipment is conditioned upon Customer's agreement with this Contract. All of the terms herein are incorporated into this and all future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under these contracts. Any reference in Customer's purchase order or other Customer document shall be void. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers or employees and anyone signing this Contract on their behalf. "Equipment" is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories thereto and all future Equipment rented. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period and is identified on the front side hereof. "Store" is the Sunbelt store location identified on the front side hereof. "Sunbelt" is Sunbelt Rentals, Inc. and its affiliated companies, their respective officers, directors, employees and agents.

Customer rents the Equipment from Sunbelt pursuant to this Contract. Customer shall pay Sunbelt the rental rates (including any minimum rental on the front side hereof) and other charges described herein when due, return the Equipment to Sunbelt as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property.

2. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent defect at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, locked upon, threatened with seizure, or if an incident occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

3. **PROHIBITED USE.** Customer shall not (a) alter or cover up any decal or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use of the Equipment by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

4. **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, leaks, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. All other maintenance or repairs may only be performed by Sunbelt, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Sunbelt has the right to enter and inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Contract. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation if Customer breaches this Contract to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent has inspected such Equipment and agreed to pay for such costs.

5. **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING.** "Incident" is any fire, situation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or injury that appears to have occurred in connection with the Equipment. After an incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such incident, until Sunbelt or its agents investigate; (c) immediately submit to Sunbelt copies of all police or other third party reports; and (d) as applicable, pay Sunbelt, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's suggested list price on the date of the loss ("MSLP") of the lost or destroyed Equipment ("lost") being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days; or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any incident.

6. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of the party(ies) that do. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.

7. **RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF ANY REGULATION CAUSED BY OR CONNECTED WITH (i) THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR (ii) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. ALL OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL BE JOINT AND SEVERAL. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS CLAUSE SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**

8. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 7; (b) property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof, unless RPP is elected and paid for; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a non-owned vehicle endorsement and uninsured/underinsured motorist coverage). In the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway, such policies shall be primary, non-contributory, on an occurrence basis, and contain a waiver of subrogation, name Sunbelt as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes bomb damage or overfills is a breach. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt carries any insurance, Sunbelt's insurance will be considered excess insurance. **THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.**

9. **RENTAL PROTECTION PLAN ("RPP").** If Customer has elected the RPP and the Equipment is lost, stolen, damaged or destroyed, provided the Conditions are satisfied and an Exclusion does not apply, then Customer's repair or replacement responsibility in Sections 4 and 5 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts: (a) 10% of the MSLP for Equipment stolen from a secure location (being defined as under lock and key with only Customer having access thereto); (b) 50% of the MSLP for Equipment stolen from an unsecured location; (c) 50% of the cost of repairs for incidental or accidental damage to Equipment less the greater of \$500 or 10% of the MSLP; (d) 50% of the MSLP of destroyed Equipment less the greater of \$500 or 10% of the MSLP; (e) the entire cost of repairs and/or replacement less the greater of \$500 or 10% of the MSLP; (f) the entire cost of repairs and/or replacement less the greater of \$500 or 10% of the MSLP; and (g) making for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or, for lost or stolen Equipment, after Sunbelt receives the police report. **RPP IS NOT INSURANCE. AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO SUNBELT OR OTHERS ARISING OUT OF POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

10. **RPP Conditions.** The following "Conditions" must be satisfied for the RPP to apply: (A) Customer accepts the RPP in advance of the rental; (B) Customer pays 15% of the gross rental charges as the fee for the RPP; (C) Customer fully complies with the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.

11. **RPP Exclusions.** Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT cover the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to possession and/or operation of Equipment by a person other than Customer or Customer's authorized employee or any dishonest act by Customer; (B) due to the Equipment's operation in a manner inconsistent with the manufacturer's instructions, or contrary to this Contract, including but not limited to the Equipment exceeding rated capacity, being overloaded, misuse, abuse, negligence, improper servicing or lack of Customer required maintenance; (C) due to the Equipment's collision, overturning, upset, rolling over or striking overhead objects; (D) caused by vandalism, malicious mischief, disappearance, loss, theft or wrongful conversion of Equipment not reported by Customer to the police within 48 hours of discovery and substantiated by a written police report (properly delivered to Sunbelt); (E) occurring during the loading, unloading or transportation of the Equipment (other than by Sunbelt); (F) due to flood, wind, storm, earthquake or other external causes; (G) due to nuclear reaction, radiation, radioactive contamination, Equipment by or contamination with or from hazardous materials or any other cause; (H) due to seizure or destruction of Equipment by or governmental authority; and (I) accessories, which are not being charged the RPP fee. **THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE RPP.**

12. **Recovery of Equipment.** Notwithstanding anything to the contrary in this Contract, if lost or stolen Equipment is later recovered, Sunbelt retains ownership of the Equipment regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered.

13. **Subrogation.** Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights.

14. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front side hereof (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift," being not more than 8 hours per day and 40 hours per week, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover Sunbelt's direct and indirect costs of refueling the Equipment)); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Fee (described below). The convenience charge for off road diesel fuel does not include state motor fuel taxes.

15. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Sunbelt approves Customer's executed credit application (credit customers must pay, upon receipt of Sunbelt's invoice). Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice and/or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. All Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be returned after all amounts are paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card all amounts shown on the Contract and charges subsequently incurred by Customer, including but not limited to, loss of or damage to the Equipment and extension of the Rental Period.

16. **RETURN OF EQUIPMENT.** "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours provided Customer has otherwise complied with this Contract. Sunbelt may terminate this Contract at any time, for any reason. At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until Sunbelt confirms that the Equipment is returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a pick up number from Sunbelt evidencing such call ("Pick Up Number"), which Pick Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss of or damage to the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges from the date the Pick Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If Equipment is not returned by the estimated end of the Rental Period specified on the front side hereof, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

17. **DEFAULT.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk if Sunbelt, in good faith, deems him insecure; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs and attorney's fees, incurred in exercising any of its rights or remedies herein. The use of force or intimidation to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT FOR SUCH REPOSSESSION.**

18. **ENVIRONMENTAL FEE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with federal and state environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Sunbelt charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Sunbelt collects as revenue and uses at its discretion.

19. **LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S OR ANY THIRD PARTY'S COMPARATIVE, CONTRIBUTORY, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.**

20. **JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.**

21. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer agrees that removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) notify Sunbelt prior to taking such action; (b) execute an amendment to this Contract, which amendment is incorporated herein; and (c) obtain Sunbelt's consent. Although prohibited under this Contract, if Customer exports or re-exports the Equipment, Customer agrees that the Equipment is subject to and must comply with U.S. export control laws and regulations, including but not limited to the Export Administration Regulations. Customer further agrees that it is responsible for: (i) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment; (ii) obtaining any required documentation necessary for return of the Equipment; and (iii) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

22. **MISCELLANEOUS.** If this Contract identifies any Equipment that is to be purchased by Customer, Sunbelt sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Equipment. Sunbelt retains title to the Equipment until Customer has paid in full. This Contract, together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties. The parties expressly and irrevocably agree: (a) this Contract including any related tort claims shall be governed by the laws of South Carolina, without regard to any conflicts of law principles; and (b), if any provision of this Contract is prohibited by any law, such provision shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. Customer's obligations hereunder shall survive the termination of this Contract. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Hearings are for convenience only. A photo or fax copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract represent that: (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange.