

Attachment A

COUNTY OF MONTEREY NON-STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Sunbelt Rentals Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Heavy Equipment Rentals

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 300,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 20, 2022 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Rental Rates

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 60 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, each party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be in proportion to the services provided prior to the later of a) date of termination, or b) return of CONTRACTOR'S equipment.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County will only be responsible for payment for services actually provided. CONTRACTOR may terminate the Agreement or part of the scope for convenience, at its own discretion, with immediate written notice in the event of a concern with the safety of persons or property.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against third party claims, liabilities, and losses (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death but only to the extent arising out of CONTRACTOR's or their officers, employees, agents and subcontractors negligent act or omission in performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or equivalent. The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99 or equivalent.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall maintain records in connection to this Agreement for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County, with reasonable advance notice shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement during normal business hours. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** Intentionally omitted.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, if included herein.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes. County shall pay all applicable local, state and federal taxes, license and permit fees, assessments and charges related to the Work. All such taxes will be shown on a separate line of CONTRACTOR'S invoice unless County provides an exemption certificate.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Bryan Flores Chief of Parks <hr/> Name and Title	Sunbelt Rentals Inc. Attn: Contract Team <hr/> Name and Title
1441 Schilling Place, 2nd Floor South Salinas, CA 93901 <hr/> Address	2341 Deerfield Drive Fort Mills, SC 29715 <hr/> Address
831-796-6425 <hr/> Phone:	<hr/> Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently to the best of its knowledge has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.17 Additional rental terms. Additional terms are attached hereto and incorporated herein as Addendum A.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

Addendum A - Equipment Rentals

This Addendum modifies the terms of the Agreement to which it is attached and is incorporated into such Agreement.

If there is a conflict between language in the Agreement and this Addendum, this Addendum controls.

Notwithstanding anything to the contrary, the definition in the Agreement of the term "Work" is defined in the Sunbelt Rentals Inc. ("CONTRACTOR") Quote as Equipment Rental and Labor (Services) and therefore County has care, custody, and control of the Work at all times CONTRACTOR does not; therefore, CONTRACTOR is not responsible for any third party claims including any and all Claims to the proportionate extent arising from County's or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. There shall be no right or authority for any claims to be arbitrated or tried on a class action basis.

PERMITTED & PROHIBITED USE: County agrees that CONTRACTOR has no control over the manner in which the Equipment is operated during the Rental Period by County or any third party that County implicitly or explicitly permits. County warrants that: (a) prior to each use, County 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 County's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if County requests the applicable waiver, County authorizes CONTRACTOR to leave the Equipment at the Site Address without requirement of written receipt); (c) County shall immediately notify CONTRACTOR if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) County has received from CONTRACTOR all information needed or requested regarding the operation of the Equipment; (e) CONTRACTOR is not responsible for providing operator or other training unless County specifically requests in writing and CONTRACTOR agrees to provide such training which may be at an additional fee (County being responsible to obtain all training that County 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. County shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) move the Equipment from the Site Address without CONTRACTOR'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 (County acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

MAINTENANCE: Maintenance of fuel and oil levels, and routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. County shall submit a request for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required. Such service may only be performed by CONTRACTOR. CONTRACTOR has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless County requests a service call. If CONTRACTOR determines that repairs to the Equipment are required, other than resulting from Ordinary Wear and Tear, County shall pay the full cost of repairs and rental of the Equipment until the repairs are completed.

FEES: For Equipment that uses fuel, County has two options: (a) Pay on Return Option - if County returns Equipment with less fuel than when received, County shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate); and (b) Return Full Option - if County returns the Equipment with at least as much fuel as when it was received (most Contractor Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of County refueling Equipment itself will generally be lower than the Prepay ("No Sweat") Fuel Option or the Pay on Return Option; however, these options each allow for the convenience of not refueling.

The rental rates for the Equipment's are 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. Shift Rates apply to all generators and certain other equipment with hour meters. During a Declared State of Emergency, or a pending or existing disaster or catastrophe, natural (i.e. hurricane, tornado, flood, etc.) all diesel generators and pumps rented will be billed based on a one week minimum Rental Period at triple shift rates. This one week minimum rental at triple shift rates will not affect Equipment then on rent to County.

To promote a clean and sustainable environment, CONTRACTOR takes various measures to comply with federal and state environmental regulations, as well as with CONTRACTOR's own policies. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR collects as revenue and uses at its discretion.

RENTAL PROTECTION PLAN ("RPP"). Upon execution of Contractor's Rental Out ticket, County may choose to either reject or participate in Contractor's RPP program as detailed <https://www.CONTRACTORrentals.com/Countyservice/rpp/>.

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RETURN OF EQUIPMENT: County must contact CONTRACTOR to request pickup of Equipment, retain the Pick Up Number given by CONTRACTOR and will be responsible for Equipment until actually retrieved by CONTRACTOR.

WARRANTY: Notwithstanding anything contained in the Agreement to the contrary, CONTRACTOR provides rental equipment that is neither sold nor integrated into the Work, therefore there is no warranty, expressed or implied, as to the rental equipment or to its capabilities, and no warranty of merchantability, other than those detailed in the manufacturer's specifications.

AVAILABILITY: Sunbelt is not able to guarantee availability of any specific equipment during any specified event, until an event specific SOW has been signed by both parties.

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by:
Michael Whilden
0F98C5BE9B6F476...
County Counsel
Date: 4/11/2023 | 3:44 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:
Ma Mon
2617DD077D065495...
Auditor/Controller
Date: 4/13/2023 | 4:58 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management
Date: _____

CONTRACTOR

Sunbelt Rentals Inc.

Contractor/Business Name *

By: Maria Blue Minsker (Apr 10, 2023 10:54 EDT)
(Signature of Chair, President, or Vice-President)

Maria Blue Minsker Deputy General Counsel and VP
Name and Title

Date: Apr 10, 2023

By: Rodney Samples
Rodney Samples (Apr 10, 2023 11:00 EDT)
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Rodney Samples Chief Financial Officer
Name and Title

Date: Apr 10, 2023

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Approval by County Counsel is required

Approval by Auditor-Controller is required

Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Sunbelt Rentals, Inc.
4/20/22 - 12/31/23

**Addendum B to
County of Monterey Standard Agreement
Agreement ID: _____**

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement (Agreement ID: _____) Agreement, dated April 20, 2022 (the "Agreement"), by and between the County of Monterey ("County") and Sunbelt Rentals Inc. ("Contractor") (the "Addendum"):

1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway Laguna Seca (the "Raceway") located thereon.
2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County and the LSRA Manager, and their officers, agents, and employees, from and against any and all third party claims, liabilities, and losses (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death but only to the extent arising out of CONTRACTOR's or CONTRACTOR'S officers, employees, agents and subcontractors negligent act or omission in performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County or the LSRA Manager.

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.

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work,

including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi
President & General Manager
1021 Monterey Salinas Hwy
Salinas, CA 93908
831-242-8201

7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.
8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.
9. Attached here to and incorporated herein are Exhibits A and B.

Exhibit A - Scope of Contractor Services

The CONTRACTOR will provide the following services at the direction and in cooperation with LSRA MANAGER:

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original work, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A1.2 CONTRACTOR RESPONSIBILITIES:

A1.2.1 CONTRACTOR agrees to provide heavy equipment rentals in accordance with requirements provided by the COUNTY, its Vendors, marketing partners and affiliates.

A1.2.2 CONTRACTOR agrees to Maintain an 'on call' or onsite crew during subject race events sufficient to provide superior service and manage unanticipated placement or other changes. Crew foreman must be experienced, possess exceptional skill and knowledge of the COUNTY, its races, the required duties and best practices in and around the Facility to ensure exceptional service with a minimum of COUNTY supervision or oversight. CONTRACTOR will charge \$125 per hour per person for on site presence during race.

A1.2.3 CONTRACTOR will maintain and submit accurate reports on heavy equipment rentals condition within thirty (30) days before, and thirty (30) days after each race event.

A1.2.4 CONTRACTOR will submit an annual price statement. The current price statement is attached and incorporated hereto as Exhibit B.

A1.2.5 CONTRACTOR understands COUNTY will maintain contracts with other companies able to provide quick back-up heavy equipment rental support in the event of unanticipated volume, unavailable equipment, equipment failure, labor disputes, natural disasters, etc.

A1.2.6 CONTRACTOR will counsel the COUNTY on a regular basis on its heavy equipment rental procedures, and on the effectiveness of said program.

A1.2.7 CONTRACTOR agrees to supply the COUNTY with the requested services during any event within the Laguna Seca Recreation Area facility during the term of this Agreement. Event types include premier events, track rentals, facility rentals, or other events. The 2022 Laguna Seca Recreation Area event schedule is as follows. COUNTY will provide CONTRACTOR with 2023 event dates as they become available.

1. Trans Am Speedfest — April 22-24
2. Hyundai Monterey Sports Car Championship — April 29-May 1
3. GEICO Motorcycle MotoAmerica Superbike Speedfest — July 8-10 (TBC)
4. AHRMA Classic MotoFest of Monterey — July 15-17
5. Monterey Pre-Reunion — August 13-14
6. Rolex Monterey Motorsports Reunion — August 17-20
7. Firestone Grand Prix of Monterey — September 9-10

8. Velocity Invitational — October 14-16 (TBC)

Events and event dates subject to change.

A1.2.7. a. Equipment ordered by COUNTY or LSRA Manager will be used or operated only by COUNTY or LSRA Manager staff, based on specific need. All orders will be placed by LSRA Manager only. COUNTY will be responsible for payment of such orders. All required documentation to be handled at the time of delivery and signed by LSRA Manager.

A1.2.7.b Equipment needs ordered by third-parties will be handled directly between the party requesting and CONTRACTOR as it relates to ordering, delivery, operating the equipment, and payment. LSRA Manager will not be involved or responsible for any third-party rentals.

A1.3 COUNTY RESPONSIBILITIES:

A1.3.1 COUNTY shall provide CONTRACTOR with a list and a map of all locations that CONTRACTOR will be delivering heavy equipment rentals to for each event at least ten (10) business days prior to the start date for each scheduled event. CONTRACTOR and COUNTY both agree that there may be changes to the identified sites of delivery and installations up to and even during the event, and both parties agree to work with each other to ensure that the needs of the clients are met in a timely manner.

A1.3.2 COUNTY authorizes CONTRACTOR to act as the "Official Heavy Equipment Rental Company" in renting equipment required and operated by the COUNTY. CONTRACTOR also acts as the official heavy equipment rental company for all third-party heavy equipment needs and is required to work directly with third-party.

A1.3.3 COUNTY authorizes CONTRACTOR, in accordance with approved written estimates, to contact and enter into certain written agreements with Event Sponsor, marketing partners, affiliates, and others for the purposes of renting heavy equipment for certain aspects of their event operations, on-site activation and other endeavors as they relate to Events. Said agreements to be between CONTRACTOR and Renter directly.

A1.3.4 COUNTY shall list CONTRACTOR as the preferred heavy equipment rental company at Laguna Seca Recreation Area and WeatherTech Raceway Laguna Seca on track rental contracts, hospitality agreements, and team information for all premier spectator events. CONTRACTOR shall also be referred to as an approved heavy equipment rental company for all track rentals and other events held at the facility.

A1.3.5 COUNTY will provide a representative to work with CONTRACTOR prior to and during (each and every) race week to optimize placement. CONTRACTOR is on-site and available throughout race weekend for placement modifications and changes as dictated by the COUNTY.

A1.3.6 COUNTY and CONTRACTOR will work together to audit placements and quantities. A1.4

PAYMENT PROVISIONS:

A1.4.1 COUNTY agrees to pay CONTRACTOR for services rendered according to the rates provided in the attached Exhibit B.

A1.4.2 CONTRACTOR shall provide LSRA MANAGER with a detailed invoice for services rendered at the conclusion of each event. If CONTRACTOR is providing services for multiple days over an event week(end), a progress payment may be made by LSRA MANAGER for completed services only. CONTRACTOR shall provide LSRA MANAGER with a detailed invoice for work completed to date and LSRA MANAGER may pay CONTRACTOR from its Operations Account. Upon conclusion of said event, CONTRACTOR shall provide LSRA MANAGER with a final detailed invoice for the remaining balance owing. Final payment may be made by LSRA MANAGER or submitted to COUNTY for payment through COUNTY's standard processes.

A1.4.3 COUNTY agrees to pay CONTRACTOR for services rendered within 30 days from the date a detailed, approved invoice is received by the County Auditor-Controller's office. COUNTY does not pay late fees.

A1.4.4 COUNTY and CONTRACTOR agree that there may be an annual price adjustment for year 2023. Any mutually agreed upon price increase will not exceed 3%.

***** END EXHIBIT A *****

Contractor Payment Provisions

CONTRACTOR to complete County documentation necessary to have an open Purchase Order with the County for payment of the actual fees. CONTRACTOR is to be reimbursed, through the County's standard processes, upon County's and LSRA Manager's receipt of necessary invoices evidencing the fee incurred by CONTRACTOR.



**COUNTY OF MONTEREY
SINGLE SHIFT RENTAL RATES
RATES ARE FIRM FIXED
RATES EFFECTIVE THRU 1/1/2023**

Exhibit B

AERIAL WORK PLATFORMS, SCAFFOLDING AND LADDERS

PROD CAT	CAT	CLASS	DESCRIPTION	DAN'	WEEK	4-WEEK
MANLIFT ARTICULATING	58	605	60' mu NIANLIFT	\$513.00	\$1,230.00	\$2,626.00
RT SCISSOR	7	253	25-27 RT SCISSOR	\$243.00	\$772.00	\$1,699.00

AIR COMPRESSORS AND AIR TOOLS

PROD CAT	CAT	CLASS	DESCRIPTION	DAY	WEEK	4-WEEK
AIR COMPRESSOR ACCESSORIES	150	25	3/4" X 50' AIR COMPRESSOR HOSE	\$9.00	\$23.00	\$64.00
AIR COMPRESSORS	1	30	185CFM 125PSI DIESEL AIR COMPRESSOR	\$113.00	\$309.00	\$937.00
AIR TOOLS - DEMOLITION	2	20	65 LB AIR HAMMER	\$103.00	\$298.00	\$566.00

EARTH MOVING

PROD CAT	CAT	CLASS	DESCRIPTION	DAY	WEEK	4-WEEK
RENTAL VEHICLES	111	63	STAKE BODY 12'	\$231.00	\$782.00	\$2,472.00

FORKLIFTS

PROD CAT	CAT	CLASS	DESCRIPTION	DAY'	WEEK	4-WEEK
FORKLIFTS - INDUSTRIAL	55	235	5K 12-15' DF LOW MAST IND FORKLIFT	\$227.00	\$536.00	\$1,360.00
FORKLIFTS - INDUSTRIAL	55	220	5K 14-17' DF IND FORKLIFT	\$227.00	\$536.00	\$1,360.00
FORKLIFTS - INDUSTRIAL	55	225	5K 14-17' DF WI HYD FP IND FORKLIFT	\$227.00	\$536.00	\$1,360.00
FORKLIFTS - TELEHANDLER	56	235	5.5K 19' CAB TELEHANDLER FORKLIFT	\$396.00	\$1,256.00	\$2,317.00
FORKLIFTS - TELEHANDLER	56	230	5.5K 19' TELEHANDLER FORKLIFT	\$396.00	\$1,256.00	\$2,317.00
FORKLIFTS - TELEHANDLER	56	410	8K-9K 42' TELEHANDLER FORKLIFT	\$556.00	\$1,524.00	\$4,109.00
FORKLIFTS - TELEHANDLER	56	610	10K 4T-48' TELEHANDLER FORKLIFT	\$710.00	\$1,483.00	\$4,305.00

*Confidential & Proprietary
Corp Link # 800370
Rate Applicable to Region(s):8*

*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)*

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SUNBELT
RENTALS

COUNTY OF MONTEREY
SINGLE SHIFT RENTAL RATES
RATES ARE FIRM FIXED
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GENERAL CONSTRUCTION TOOLS

PROD CAT	(AI)	CLASS DESCRIPTION	DAY	WEEK	4-WEEK
LIGHTING EQUIPMENT	12	410 4000W NARROW HORIZONTAL MAST LIGHT TOWER	\$144.00	\$339.00	\$679.00
LIGHTING EQUIPMENT	12	45 4000W NARROW VERTICAL MAST LIGHT TOWER	\$144.00	\$339.00	\$679.00
STORAGE CONTAINERS JOBSITE STORAGE	75	4 10' STORAGE CONTAINER	\$133.00	\$226.00	\$360.00
STORAGE CONTAINERS JOBSITE STORAGE	75	1 20' STORAGE CONTAINER	\$154.00	\$257.00	\$679.00
STORAGE CONTAINERS JOBSITE STORAGE	75	2 40' STORAGE CONTAINER	\$180.00	\$329.00	\$710.00

GENERATORS AND ACCESSORIES

PROD CAT	CAT	CLASS	DESCRIPTION	DAY	WEEK	4-WEEK
GENERATOR ACCESSORIES CABLE/ELECTRICAL PANELS	150	805	100' SPIDERBOX CABLE 6/4	1.00	\$113.00	\$190.00
GENERATOR ACCESSORIES I CABLE/ELECTRICAL PANELS	150	800	50' SPIDERBOX CABLE 6/4	\$37.00	\$72.00	\$185.00
GENERATOR ACCESSORIES CABLE/ELECTRICAL PANELS	155	69	#2 BANDED 5-WIRE FEMALE TAIL	\$30.00	\$72.00	\$118.00
GENERATOR ACCESSORIES / CABLE/ELECTRICAL PANELS	155	68	#2 BANDED 5-WIRE MALE TAIL	\$30.00	\$72.00	\$118.00
GENERATOR ACCESSORIES ; CABLE/ELECTRICAL PANELS	155	100	410 CAMLOCK CABLE 50'	\$31.00	\$52.00	\$144.00
GENERATOR ACCESSORIES / CABLE/ELECTRICAL PANELS	155	67	50' #2 BANDED 5-WIRE	\$53.00	\$97.00	\$226.00
GENERATOR ACCESSORIES / CABLE/ELECTRICAL PANELS	155	240	AC 220 VOLT PLUG	\$15.00	\$22.00	\$49.00
GENERATORS - 499KW AND SMALLER	9	30	20KW DIESEL GENERATOR	\$226.00	\$494.00	\$1,009.00
GENERATORS - 499KW AND SMALLER	9	70	56KW DIESEL GENERATOR	\$433.00	\$855.00	\$2,390.00
GENERATORS - 499KW AND SMALLER	9	100	100KW DIESEL GENERATOR	\$556.00	\$1,700.00	\$3,991.00
GENERATORS - 499KW AND SMALLER	9	105	120KW DIESEL GENERATOR	\$772.00	\$2,339.00	\$4,351.00
GENERATORS - 499KW AND SMALLER	9	130	175KW DIESEL GENERATOR	\$772.00	\$2,400.00	\$4,352.00
GENERATORS-GAS	8	12	2000 WATT INVERTER GENERATOR	\$98.00	\$206.00	\$505.00

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Corp Link # 800370
Rate Applicable to Region(s):8

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Triple Shift = 17-24 hours(Rate X 2)

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SUNBELT
RENTALS

**COUNTY OF MONTEREY
SINGLE SHIFT RENTAL RATES
RATES ARE FIRM FIXED
RATES EFFECTIVE THRU 1/1/2023**

HEATING, COOLING & AIR MANAGEMENT

PROD CAT	(AI	CLASS	DESCRIPTION	DAY	WEEK	4-WEEK
MR MANAGEMENT - ACCESSORIES	150	114	20" X 10' A/C RETURN DUCT	\$12.00	\$25.00	\$70.00
AIR MANAGEMENT - ACCESSORIES	150	115	20" X 25' WHITE EVENT DUCT	\$17.00	\$39.00	\$103.00
COOLING - AIR CONDITIONING	108	225	25 TON AIR CONDITIONER 480V 3P1-1	\$463.00	\$1,436.00	\$3,728.00
COOLING - SPOT COOLER	107	110	1T CLASSIC PORTABLE AC/DEHU	\$113.00	\$350.00	\$710.00

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Rate Applicable to Region(s):8*

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**COUNTY OF MONTEREY
TRANSPORTATION SCHEDULE
RATES EFFECTIVE THRU 1/1/2023**

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. COUNTY Of MONTEREY will be charged once for delivery and again for pickup as applicable).

Non-Union Markets

Delivery and Pickup Schedule	0 - 10 Miles	11 - 20 Miles	21 - 30 Miles	31 - 40 Miles	40+ Miles
Pickup : Stakebody	\$135.00	\$ 135.00	\$135.00	\$135.00	\$135.00 + \$2.50 /mile
Rollback	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00 + \$2.50 /mile
Tractor	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00 + \$2.50 /mile

Oversized Load Will Be Quoted

*Note: The above transportation rates are from the delivering of Sunbelt location in non-union areas only. These rates do not include any state/federal taxes, tolls, or surcharges. Transportation into union areas will be quoted.

Period 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 # 800370
Rate Applicable to Region(s):8*

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2022-2023 Sunbelt Rentals_County of Monterey Agreement 3-15-23 version NTE \$300K

Final Audit Report

2023-04-10

Created:	2023-04-10
By:	Irina Zakh (Irina.Zakh@sunbeltrentals.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa1CFDn1str8Fot3gFS6sV-U6QRWjkb0V

"2022-2023 Sunbelt Rentals_County of Monterey Agreement 3-15-23 version NTE \$300K" History

-  Document created by Irina Zakh (Irina.Zakh@sunbeltrentals.com)
2023-04-10 - 2:20:07 PM GMT- IP address: 104.129.207.38
-  Document emailed to Maria Blue Minsker (Maria.Minsker@sunbeltrentals.com) for signature
2023-04-10 - 2:22:25 PM GMT
-  Email viewed by Maria Blue Minsker (Maria.Minsker@sunbeltrentals.com)
2023-04-10 - 2:53:34 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Maria Blue Minsker (Maria.Minsker@sunbeltrentals.com)
Signature Date: 2023-04-10 - 2:54:30 PM GMT - Time Source: server- IP address: 104.129.207.13
-  Document emailed to rod.samples@sunbeltrentals.com for signature
2023-04-10 - 2:54:32 PM GMT
-  Email viewed by rod.samples@sunbeltrentals.com
2023-04-10 - 2:57:04 PM GMT- IP address: 104.129.207.28
-  Signer rod.samples@sunbeltrentals.com entered name at signing as Rodney Samples
2023-04-10 - 3:00:47 PM GMT- IP address: 104.129.207.28
-  Document e-signed by Rodney Samples (rod.samples@sunbeltrentals.com)
Signature Date: 2023-04-10 - 3:00:49 PM GMT - Time Source: server- IP address: 104.129.207.28
-  Agreement completed.
2023-04-10 - 3:00:49 PM GMT

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