

**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
DECEMBER 20, 2021**

**GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020**

**NOTICE OF PUBLIC MEETING
OF THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
Monday, December 20, 2021, 12:30 p.m.**

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 20th day of December, 2021, at 12:30 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered and acted upon, including the expenditure of funds:

Agenda:

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Consent Agenda
* Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- IV. * Consider and act upon approval of Minutes November 15, 2021 Meeting.
- V. * Consider and act upon approval of accrued liabilities for November 2021.
- VI. *Receive Monthly Financial Information.
- VII. Citizens to be Heard.
- VIII. Appointment of a committee for the nomination of officers for the 2022 calendar year.
- IX. Consider and act upon authorizing the execution of an Investment Advisor Services Contract between Greater Texoma Utility Authority and Valley View Consulting, L.L.C.
- X. Consider and Act upon authorizing the execution of a Cost Share Agreement for Lake Texoma Pump Station Electrical Improvements with North Texas Municipal Water District.
- XI. Discussion and possible action on entering into a leasing agreement for a portable generator for the Collin Grayson Municipal Alliance Bloomdale Pump Station.
- XII. Discussion and possible action on January and February Board Meeting dates due to regular scheduled meetings occurring during holidays.

- XIII. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XIV. Adjourn.

¹The Board may vote and/or act upon each of the items listed in this agenda.

²At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Greater Texoma Utility Authority Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

³PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING, AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT VELMA STARKS AT (903) 786-4433 TWO (2) WORKING DAYS PRIOR TO THE MEETING, SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

ATTACHMENT IV

**MINUTES OF THE BOARD OF DIRECTORS' MEETING
GREATER TEXOMA UTILITY AUTHORITY**

MONDAY NOVEMBER 15, 2021

**AT THE ADMINISTRATIVE OFFICES
5100 AIRPORT DRIVE
DENISON TX 75020**

Members Present: Brad Morgan, Scott Blackerby, Stanley Thomas, Ken Brawley, and Anthony Richardson, Donald Johnston

Members Absent: Matt Brown

Staff: Drew Satterwhite, Nichole Sims, Tasha Hamilton, Debi Atkins, Kim Wilkins, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith
Bond Counsel

Visitors: David Howerton, Alan Plummer Associates, Inc.

I. Call to Order

Board President Brad Morgan called the meeting to order at 12:32 p.m.

II. Pledge of Allegiance

Board President Brad Morgan led the group in the Pledge of Allegiance.

III. Consent Agenda

Items marked with an asterisk () are considered routine by the Board of Directors and are enacted in one motion without discussion unless a Board Member or a Citizen request a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes of October 18, 2021, Meeting.

V. * Consider and act upon approval of accrued liabilities for October 2021.

General Manager Drew Satterwhite reviewed the liabilities with the Board.

Board Member Anthony Richardson made a motion to approve the consent agenda items. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

VI. Citizens to be Heard.

There were no citizens requesting to address the Board. General Manager Drew Satterwhite introduced David Howerton, Alan Plummer Associates, Inc., and new staff member Kim Wilkins.

VII. Receive Quarterly Investment Policy.

Debi Atkins, Finance Officer, provided the review of the Quarterly Investment Policy. Brief discussion was held.

VIII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Fryer Construction Company for the Van Alstyne Wastewater Treatment Plant Dewatering System Project as complete.

General Manager Drew Satterwhite provided background information for the Board. The scope of this project included the installation of a new mechanical sludge thickening system, replacement of decant valves, replacement of the sludge pumping system, construction of a recycled water system, and the addition of SCADA and all electrical work to provide the improvements. The contract was awarded to Fryer Construction Company in the amount of \$614,000.00 for the construction of improvements at the Van Alstyne Wastewater Treatment Plant. The total CWSRF funding available was \$576,079.82. The City of Van Alstyne funded the additional \$37,920.18 that exceeded the available TWDB CWSRF funding. The project was completed April 17, 2021. Board Member Ken Brawley made the motion to authorize the close out of this project, contingent upon the City of Van Alstyne taking similar action. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

IX. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Lynn Vessels Construction, LLC for the Sherman Wastewater Treatment Plant Stormwater Management Project as complete.

General Manager Drew Satterwhite provided background information for the Board. The Sherman Wastewater Treatment Plant Stormwater Management Project is now complete. The City of Sherman Council will consider this closeout at their December meeting. Board Member Scott Blackerby made the motion authorizing the closeout of the contract with Lynn Vessels Construction contingent upon the Sherman City Council taking similar action. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

X. Consider and act upon Change Order No. 3 and a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Legion Development LLC for the City of Gunter Water System Improvements Project as complete.

General Manager Drew Satterwhite provided background information for the Board. Change Order No. 3 is considered a reconciliation change order. This change order would decrease the contract by \$58,513.00 resulting in a revised contract amount of \$1,770,303.00. This change order includes the following: 1) the remaining contingency allowance (\$38,555.00) would be credited back to us with this change order, 2) remove 19' of open cut pipeline installation, 2) Add 19' of bored pipeline installation, 4) delete logo from tank, 5) removal of fencing and gate from around pump station site. This contractor required more of our staff time than any other contractor in recent memory. Sub-contractors are claiming they have not been paid. Sub-

contractors have filed liens against Legion. After consulting with the bonding company and the Authority's attorney, Mike Wynne, it has been recommended that we proceed with paying the general contractor (Legion). It was suggested that a note of the owner's name be made so as not to do business with any company owned by this owner in the future. The contract work has been completed. Discussion was held. Board Member Donald Johnston made the motion to accept the contract as complete contingent upon the Gunter City Council taking similar action to authorize the closeout of the project. Board Member Anthony Richardson seconded the motion. Motion passed unanimously. Discussion was held.

XI. Consider and act upon Administrative Service Contract with the Red River Groundwater Conservation District for 2022.

General Manager Drew Satterwhite provided background information for the Board. Both the RRGCD and NTGCD have Administrative Service Contracts with the Authority. NTGCD decided to renew their contract every 5 years. RRGCD decided to continue renewal on a yearly basis. The current contract expires on December 31, 2021. The administrative services provided to the RRGCD are paid by the RRGCD and have helped with offsetting the administrative costs of the Authority. This agreement provides a significantly more cost-effective mechanism for operating the RRGCD than procuring an office and hiring full-time staff. Board Member Donald Johnston made the motion to authorize the execution of the Administrative Services Contract with the RRGCD. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

XII. Consider and act upon authorizing Engineering Services to be performed by Freeman Millican at the Collin Grayson Municipal Alliance Bloomdale Pump Station.

General Manager Drew Satterwhite provided background information for the Board. The GCMA water system consisting of Melissa, Anna, Van Alstyne and Howe needs improvements to expand the capacity and to increase reliability. The growth in these cities necessitated a study to determine what/when improvements need to be made to keep up with the growing demand for water. The Engineering Services Agreement includes rehabbing and upgrading existing 3 pumps and motors, adding a 4th pump and motor, replacing all 3 existing variable frequency drives, adding a standby generator, and updating the SCADA system to a more modern software and HMI. The engineer divided the quick-connect infrastructure to plug in a generator into a separate scope in hopes that this portion of the work could be done ahead of a bond issuance with cash on hand. This would allow us to plug a rental generator into the pump station without having an electrician on-site to make temporary modifications during an emergency. In effect, it would reduce the amount of down time during a power outage. The Authority has the funds through fees collected from the 4 Cities to pay for these services. The total cost for engineering services would be \$370,600. The costs for the quick-connect project would be \$24,000 which is included in the \$370,600. Board Member Donald Johnston made the motion to authorize the execution of the Engineering Services Agreement with Freeman-Millican, Inc., in addition to authorizing the quick-connect project to proceed as its own project. Board Member Anthony Richardson seconded motion. Motion passed unanimously.

XIII. Consider and act upon authorizing Change Order No. 1 to the contract with MVA Associates for the construction of the City of Van Alstyne's Water Distribution System Well Site and Disinfection Improvements Project.

General Manager Drew Satterwhite provided background information for the Board. No bidders submitted proposals at the April 6, 2020, bid opening. Because no bidders showed up, Van Alstyne requested that we use the emergency provisions available to us through the local government code and requested that the engineer find a contractor that would be willing to give us a fair price. This contract included disinfection facilities, SCADA, electrical, new pumps, motors, VFDs, and a building for the pumps at well site No. 1. A proposal in the amount of \$459,704.00 from MVA Associates was authorized in May. However, there were significant delays in getting the contracts put together and ultimately getting TWDB approval to proceed with the contract. As a result, the Notice to Proceed was issued in September. Costs had escalated during this time frame. Work had been done at the site which forced this contractor to bore under a road that did not exist in May. In addition, the engineer negotiating the contract was negotiating with the understanding that American Iron and Steel provisions did not apply to this contract, which they do. Change Order No. 1 would increase the cost by \$87,938.16 resulting in a revised contract amount of \$547,642.16. The City of Van Alstyne will fund the cost escalations with local funds. We are waiting on a Change Order document that would formally amend the contract. Board Member Donald Johnston made the motion to authorize Change Order No. 1 to the contract contingent upon receiving the Change Order document formally amending the contract and contingent upon Van Alstyne City Council taking similar action. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- XIV. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith (City of Pottsboro).

General Manager Drew Satterwhite provided background information for the Board. In 2019, the Board authorized the issuance of \$8,420,000 in funding through the CWSRF. The Engineers have recently updated their cost estimates and believe the funds we have available will not be enough to award the project. The original construction cost estimate was \$6,240,000. The most recent estimate is \$7,852,200 leaving a shortage of funds in the amount \$1,612,200. The City of Pottsboro is requesting another \$2,000,000 in funds that could be used for construction. The Authority will need to seek a bond issuance in an amount not to exceed \$2,160,000.00. The City of Pottsboro Council implemented the recommended rate increases at their October Meeting to service the debt of this potential new issuance. Currently, the City of Pottsboro is hauling its sludge to Denton. Board Member Ken Brawley made the motion to approve the Resolution requesting financial assistance from the TWDB on behalf of the City of Pottsboro for improvements to their Wastewater Treatment Plant in an amount not to exceed \$2,160,000. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

- X. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority

Drew Satterwhite provided general project updates as well as updates on upcoming bond issuances. He also announced the Board that Alan Moore, Operations, is retiring after 34 years of service to the Authority.

- XI. Adjourn

Board Member Stanley Thomas made the motion to adjourn. Board Member Scott Blackerby seconded the motion. Motion passed unanimously. Board President Brad Morgan declared the meeting adjourned at 1:36 p.m.

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Recording Secretary

Secretary-Treasurer

ATTACHMENT V

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY AUTHORIZING
PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH OF NOVEMBER

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
<u>Dues and Subscriptions</u>			
American Express (TRWA membership)	75.00		
Groton (Employer Help Wanted Site.)	150.00		
<u>Fuel and Reimbursements for Mileage</u>			
Velma Starks (Reimbursement for mileage)	45.96		
Drew Satterwhite (Fuel)	195.43		
Valero Fleet Plus (Fuel - operations vehicles)	1,085.66		
<u>Insurance</u>			
Drew Satterwhite (2017 Ford F150)	86.25		
<u>Leases/Rental Fees</u>			
North Texas Regional Airport (Lease - administrative offices)	2,303.84		
<u>Legal Fees</u>			
Wynne & Smith, LLC (Agenda, Board Meeting)	796.25		
<u>Maintenance Agreements</u>			
Novatech (Konika-Minolta copier 10/20/21-12/19/21)	699.12		
<u>Meetings and Conferences</u>			
Feast on This (BOD Lunches)	175.00		
<u>Miscellaneous</u>			
American Express (Misc. Expense background check for new employee)	3.32		
Awards Unlimited (Retirement appreciation award for Alan Moore. 34 years of service.)	96.25		
City of Denison Lab (Northern Hills Water Tests)	21.00		
LCRA Lab (Munson Water Tests)	140.00		
One Medical (New Employee (KW) physical)	90.00		
Valley View Consulting (Investing fees)	10,254.11		
<u>Postage</u>			
United States Postal Service (Meter Refill)	500.00		
Velma Starks (UPS shipping fee for BOD packets)	32.13		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
Gonzalez Landscape (Lawn Care, July-August)	204.16		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Bank of Texas Visa - (Bruce Stidham Tax Assessor Registration for Ford 2019 F150)	9.36		
<u>Supplies</u>			
American Express (General Office Supplies, QB renewal, TRWA job postings)	1,184.57		
Bank of Texas Visa (General Office Supplies, Christmas Cards, KW supplies, Adobe, MS office renewal)	1,651.38		
Buffalo Business Products (General Office Supplies)	160.85		
Office Depot (General Office Supplies & Field Supplies, Printer for KW and hand sanitizer)	144.01		
Kim Wilkins (Reimbursement for mouse pad and mechanical pencils)	25.42		
Lowe's (A/C Filters)	155.00		
Valero Fleet Plus (Field Supplies, ice)	8.60		
<u>Utilities</u>			
Alan Moore (Reimbursement for cell phone expenses, Last month. Retired)	25.00		
Wayne Eller (Reimbursement for cell phone expenses)	25.00		
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00		
Drew Satterwhite (Reimbursement for cell phone expense & internet change)	25.00		
Sparklight (Internet)	129.44		
AT&T Mobility (Cell Phones)	77.97		
City of Denison (Water, October)	427.71		
City of Sherman (Trash services)	85.00		
MP2 Energy Texas (October & November)	627.92		
ATMOS Energy	137.97		
TOTAL:	\$ 22,463.68	\$ 11,500.23	\$ 8,709.33

	CURRENT	PRIOR MONTH	PRIOR YEAR
SOLID WASTE:			
<u>Supplies</u>			
Dave Tomlinson (Landfill keys for tractor)	13.05		
<u>Utilities</u>			
Grayson-Collin Electric	130.22		
Starr Water Supply	60.30		
TOTAL:	\$ 203.57	\$ 189.95	\$ 291.06
WASTEWATER:			
<u>Construction Contracts</u>			
Lynn Vessels (Sherman 2017A - 17% complete NW Sewer & Force Main Lift station & Pipe line for Prestonwood Pay App #1)	679,170.06		
Lynn Vessels (Sherman 2017A - 18% complete NW Sewer & Force Main Lift station & Pipe line for Prestonwood Pay App #2)	203,338.35		
Patterson Professional (Gunter 2018 - WWTP Retainage reduction. Pay App #25)	86,878.50		
Red River Construction (Sherman 2020 - Post Oak WWTP Aeration & other 2nd treatment improvements. Pay App #5)	151,710.15		
Red River Construction (Kaufman 2019 - WWTP Improvements Pay App #14A)	135,118.08		
<u>Engineering Fees</u>			
Freeman-Millican (Sherman 2017 - WWTP Storm Water Management redesign to reduce cost of project)	869.00		
Plummer (Pottsboro 2019 - WWTP PH2 Engineering fees through October 2021, 100% Detailed Design complete)	3,205.70		
Perkins Engineering (Sherman 2019 - Post Oak WWTP Aeration & Secondary treatment for October 2021)	3,978.75		
<u>Miscellaneous</u>			
BLX Group (Pottsboro 2006 - Arbitrage Report)	250.00		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Pottsboro 2006 POTTSBORO06 12/1/21)	225.00		
Bank of Texas Trust (Pottsboro 2019 GTUAPOTTS19 12/1/21)	300.00		
Bank of Texas Trust (Melissa 2009 GTUACRBMP09A 12/1/21)	300.00		
Bank of Texas Trust (Melissa 2009 GTUACRBMP09B 12/1/21)	300.00		
Bank of Texas Trust (Van Alstyne 2014 GTUAVANAL14B 12/1/21)	300.00		
Bank of Texas Trust (Anna/Melissa 2006 GRTEXUACRB06 12/1/21)	475.00		
TOTAL:	\$ 1,266,418.59	\$ 153,814.17	\$422,260.87
WATER:			
<u>Construction Costs</u>			
Associated Construction (Princeton 2018 - Forest Grove Pump Station Improvements. Pay App #26)	236,221.47		
<u>Engineering Fees</u>			
City of Princeton (Princeton 2018 - reimbursement for engineering fees August - September 2021 for Forest Grove Pump St.)	2,920.00		
Fugro USA (Princeton 2018 - Forest Grove Pump Station inspection fees)	2,100.00		
<u>Groundwater</u>			
American Express (NTGCD - QB Renewal, TWCA, GMA8 BOD, Invoiced AR App)	1,733.18		
American Express (RRGCD - Invoiced A/R app., QB Renewal, TWCA, GMA8 BOD)	1,579.58		
AT & T Mobility (NTGCD - W. Parkman - cell phone)	71.97		
Allen Burks (RRGCD - cell phone reimbursement)	25.00		
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, GMA8 Public posting)	192.15		
Bank of Texas Visa (RRGCD - BOD Bay by the Lake, Grayson Co. public ad,)	172.30		
Paul Sigle (NTGCD - cell phone reimbursement, GMA 8 mileage, BOD mileage)	128.87		
Paul Sigle (RRGCD - cell phone reimbursement, GMA 8 mileage)	85.30		
Valero Fleet Plus (NTGCD - Fuel, W. Parkman)	264.50		
Velma Starks (NTGCD - mileage reimbursement)	30.09		
Velma Starks (RRGCD - mileage reimbursement)	35.49		
<u>Miscellaneous</u>			
Gonzalez Landscape (Sherman 2012 Ref - Pump Station, Corp Property - mowing July-August)	333.36		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Pottsboro 2007 GTUACRB07CPP 12/1/21)	325.00		
Bank of Texas Trust (Van Alstyne 2014 GTUAVANAL 14A 12/1/21)	300.00		
Bank of Texas Trust (Van Alstyne 2015 GTUAVANAL15 12/1/21)	300.00		
<u>CGMA Equipment</u>			
Bank of Texas Visa (Purchased 2 chemical pumps from Westech Equipment)	1,356.90		
<u>CGMA Repair & Maintenance</u>			
Brenntag Southwest (CGMA - Chemicals to disinfect lines at pump station)	3,951.10		
City of Denison Lab (CGMA - Water Tests)	21.00		
Gonzalez Landscape (CGMA - Howe Tank Site)	141.66		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station, October, November)	761.66		

	CURRENT	PRIOR MONTH	PRIOR YEAR
Lowes (maintenance tools)	132.50		
Texas Excavation Safety System, Inc. (CGMA - Message Fees, October)	168.15		
USA Bluebook (CGMA - Peabody ProChem 200 gallon Tank and 220 gallon basin)	1,300.64		
<u>CGMA Utilities</u>			
AT & T Mobility (CGMA emergency back up lines)	112.46		
AT & T U-Verse (Bloomdale Pump Station, October)	278.31		
North Texas Municipal Water District (Water Usage)	228,980.00		
MP2 Energy Texas (Bloomdale Pump Station)	10,813.60		
TOTAL:	<u>\$ 494,836.24</u>	<u>\$ 2,623,286.68</u>	<u>\$808,828.32</u>
GRAND TOTAL:	<u>\$ 1,783,922.08</u>	<u>\$ 2,788,282.18</u>	<u>\$1,240,089.58</u>

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY THAT the Secretary-Treasurer is hereby authorized to make payments in the amounts listed above.

On motion of _____ and

seconded by _____, the foregoing

Resolution was passed and approved on this, the _____ day of _____, _____ by the following vote:

AYE:
NAY:

At a regular meeting of the Board of Directors of the Greater Texoma Utility Authority.

President

ATTEST:

Secretary/Treasurer

ATTACHMENT VIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: December 15, 2021

SUBJECT: AGENDA ITEM NO. VIII

APPOINTMENT OF A COMMITTEE FOR THE NOMINATION OF OFFICERS FOR THE 2022 CALENDAR YEAR

ISSUE

Appointment of committee for nomination of Officers for the 2022 calendar year

BACKGROUND

The Board of Directors elects officers at the beginning of each calendar year. It has been customary for the Board President to appoint a committee to provide recommendations at the January Board meeting.

OPTIONS/ALTERNATIVES

The Board has the option to elect any member to fill the positions of President, Vice President, Secretary/Treasurer, and Assistant Secretary (traditionally the General Manager) on an annual basis. The Board President can choose to appoint any person to serve on the committee to provide recommendations for officers for the 2022 calendar year.

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

ATTACHMENT IX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: December 1, 2021

SUBJECT: AGENDA ITEM NO. IX

**CONSIDER AND ACT UPON AUTHORIZING THE EXECUTION OF AN INVESTMENT ADVISOR SERVICES CONTRACT
BETWEEN GREATER TEXOMA UTILITY AUTHORITY AND VALLEY VIEW CONSULTING, L.L.C.**

ISSUE

Consideration of authorizing an Investment Advisor Services Contract

BACKGROUND

The Greater Texoma Utility Authority (“Authority”) currently maintains over 100 bank accounts in order to service the more than \$195 million in debt issued on many of the area’s water and wastewater providers’ behalf. In order to maximize the benefit that the Authority provides, the staff invests funds during the times in which they are held by the Authority. This has enabled the Authority to issue and manage debt at minimal cost to the water and wastewater providers we assist. The Authority staff invests all funds in accordance with the Public Funds Investment Act and the Authority’s Investment Policy.

In 2015, the Board authorized the staff to solicit Requests for Proposals for Investment Management Services at the April 2015 meeting. Proposals were solicited pursuant to the Board’s authorization and a committee was appointed to assist the Board in the selection process. The Statements of Qualifications were reviewed by the Committee and interviews of each submitting firm were conducted. At the December 2015 meeting, the board authorized the selection of Valley View Consulting as the Authority’s Investment Advisor. This contract has twice been renewed for 2-year terms with the current term expiring December 31, 2021.

CONSIDERATIONS

The staff has been very satisfied with the service provided by Valley View Consulting. Their performance is evidenced by the quarterly investment reports.

The proposed contract is identical except for a reduced fee tier schedule. A comparison of fees is summarized below:

Average Quarter End Book Value	Proposed Annual Fee	Current Annual Fee
First \$20 million	0.070% (7 basis points)	0.080% (8 basis points)
Next \$20 million	0.055% (5.5 basis points)	0.070% (7 basis points)
Next \$20 million	0.045% (4.5 basis points)	0.060% (6 basis points)
Investable Funds above \$60 million	0.030% (3 basis points)	0.060% (6 basis points)

RECOMMENDATION

The staff recommends authorizing the Investment Advisor Services Contract with Valley View Consulting.

Attachments

Contract



**GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION**

PAGE 2

PREPARED AND SUBMITTED BY:

A handwritten signature in cursive script, appearing to read "D. Satterwhite", written over a horizontal line.

Drew Satterwhite, P.E., General Manager

REVIEWED AND SUBMITTED BY:

A handwritten signature in cursive script, appearing to read "Debi Atkins", written over a horizontal line.

Debi Atkins, Finance Officer

**AGREEMENT
BY AND BETWEEN
THE GREATER TEXOMA UTILITY AUTHORITY, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the Greater Texoma Utility Authority (the *Investor*) will have money available for investment (the *Investable Funds*) and Valley View Consulting, L.L.C. (the *Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties, as requested:
 - a. Assist the Investor in developing cash flow projections,
 - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
 - c. Advise the Investor on market conditions, general information and economic data,
 - d. Analyze risk/return relationships between various investment alternatives,
 - e. Attend occasional meetings as requested by the Investor,
 - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy.
 - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
 - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
 - i. Assist the Investor in creating monthly portfolio accounting reports, and
 - j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until December 31, 2023, with the option of the Investor to extend this Agreement in additional one or two-year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as

practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

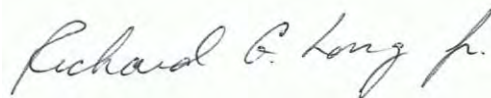
10. Any component unit of the Investor is eligible to participate in this Agreement.

11. The Investor acknowledges that:

- 1) _____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3) X Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the Greater Texoma Utility Authority, Texas.

By: _____

Title: _____

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by the Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee shall not exceed the following tiered schedule:

<u>Average Quarter End Book Value</u>	<u>Annual Fee</u>
First \$20 million	0.070% (7 basis points)
Next \$20 million	0.055% (5.5 basis points)
Next \$20 million	0.045% (4.5 basis points)
Investable Funds above \$60 million	0.030% (3 basis points)

Said fee shall be prorated and due and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by applicable I.R.S. guidelines and industry standards, and any future amendments.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

ATTACHMENT X



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: December 15, 2021

SUBJECT: AGENDA ITEM NO. X

CONSIDER AND ACT UPON AUTHORIZING THE EXECUTION OF A COST SHARE AGREEMENT FOR LAKE TEXOMA PUMP STATION ELECTRICAL IMPROVEMENTS WITH NORTH TEXAS MUNICIPAL WATER DISTRICT

ISSUE

The Lake Texoma Pump Station (“LTPS”) is in need of electrical improvements to improve reliability and pumping capacity.

BACKGROUND

The LTPS and raw water pipeline was built in the mid 1980’s as a joint venture between North Texas Municipal Water District (“NTMWD”) and the Authority (on behalf of the City of Sherman). This project has served the City of Sherman’s surface water treatment plant in addition to Panda Power Plant. The original agreements set the project up as a 20% GTUA and 80% NTMWD cost and capacity share that still exists today. Over the last several years, NTMWD has performed engineering studies looking into the necessary improvements that will need to be made to the system in order to keep up with growing water demands in the NTMWD and City of Sherman service areas.

There are three (3) components to the electrical improvements including 1)Oncor Project that will replace the existing substation to provide more available power and reliability, 2)Engineering for the NTMWD/GTUA LTPS project, 3)Construction of the NTWMD/GTUA LTPS project which will include replacement and relocation of all of the 35+ year old switch gear, separate feeds for GTUA/Sherman switch gear, and the purchase of 2.5 acres of easement in order to have space for backup electrical generators.

CONSIDERATIONS

The City of Sherman approved the Authority’s intent to enter into this contract at their December 6, 2021 Council Meeting. Funds for these improvements will be allocated from bond contingencies allocated to the City’s Water System in addition to American Rescue Plan Act funds provided to the City.

This project is important for the City of Sherman as it will increase reliability of the electrical feed in addition to providing enough electricity to power more pumping capacity at the LTPS.

RECOMMENDATION

The staff recommends authorizing the execution of the agreement with NTWMD.

Attachments

Agreement

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

**COST SHARE AGREEMENT
FOR LAKE TEXOMA PUMP STATION
2019 ELECTRICAL IMPROVEMENTS
PROJECT NO. 101-0530-19**

This Cost Share Agreement for the Lake Texoma Pump Station 2019 Electrical Improvements (the "*Agreement*") is made this 16th day of December, 2021, (the "*Effective Date*") by and between North Texas Municipal Water District, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution ("*NTMWD*") and Greater Texoma Utility Authority, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution ("*GTUA*"). NTMWD and GTUA may be collectively referred to herein as the "*Parties*".

RECITALS

WHEREAS, NTMWD and GTUA entered into that certain *Contractual Agreement - Texoma Water Diversion* dated October 31, 1985 (the "*Water Diversion Contract*") which, among other things, contemplated the construction of certain intake pump facilities for raw water intake and distribution from Lake Texoma ("*Joint Facilities*"); and

WHEREAS, the Water Diversion Contract contemplated that the Parties would enter into separate agreements to share the costs of future improvements related to the Texoma Water Intake Facilities; and

WHEREAS, in February 2019, with GTUA's consent, NTMWD executed an engineering services agreement for the Lake Texoma Pump Station 2019 Electrical Improvements, Project No. 101-0530-19 to evaluate the current hydraulic and electrical systems at the pump station site, identify system constraints and provide recommendations to improve pumping capacity and reliability of the electrical system; and

WHEREAS, in association with the Lake Texoma Pump Station 2019 Electrical Improvements, Project No. 101-0530-19, the Parties have agreed to expand the electrical capacity of the Oncor substation facility adjacent to the pump station from 7.5 mVA to 28 mVA ("*Oncor Substation Improvements*"), install all necessary outdoor gear to reduce planned 12.5 kV substation voltage down to 5 kV pump station voltage, and replace the original switchgear and motor control center with new gear (collectively, the "*Pump Station Improvements*"); and

WHEREAS, the Parties desire to memorialize their agreement as to the sharing of the costs of construction of the "*Oncor Substation Improvements*" and "*Pump Station Improvements*".

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Oncor Substation Improvements.** NTMWD shall have sole discretion in and responsibility for the planning, construction, and installation of the “*Oncor Substation Improvements*”.
2. **Pump Station Electrical Improvements.** The “*Pump Station Improvements*” shall be constructed by the NTMWD as designed by an engineer selected by NTMWD. All engineering contracts and construction contracts shall be awarded, supervised, and controlled by the NTMWD. An advisory Texoma Task Force, composed of three members, one appointed by the GTUA General Manager and two appointed by the NTMWD, shall oversee the project.
3. **Costs of Construction.** Attached hereto as Exhibit A is a summary of the estimated engineering, construction, and miscellaneous costs associated with the construction of the Oncor Substation Improvements and Pump Station Improvements. GTUA hereby agrees to pay 20% of the Total Project Costs in the amount of \$3,466,325 (the “*GTUA Share*”) and NTMWD agrees to pay 80% of the Total Project Costs in the amount of \$13,865,302 (the “*NTMWD Share*”). The Total Project Costs are estimates only and each party agrees to pay their respective percentage share of the final total costs related to the Oncor Substation Improvements and the Pump Station Improvements.
4. **Payment of GTUA Share for the “Oncor Substation Improvements”.** GTUA shall pay 50% of the estimated GTUA Share for the Oncor Substation Improvements project to NTMWD at the NTMWD address listed below under Section 8 Addresses for Notice not later than 30 days after the Effective Date of this Agreement. The remainder of costs associated with the GTUA Share shall be paid within thirty (30) days of completion of construction and installation of the “*Oncor Substation Improvements*” upon written notice from the District. The Texoma Task Force shall receive monthly updates on this project.
5. **Payment of GTUA Share for the “Pump Station Improvements” Design Fees.** GTUA shall pay 100% of the estimated GTUA Share for design fees for the Pump Station Improvements Project to NTMWD at the NTMWD address listed below under Section 8 Addresses for Notice not later than thirty (30) days after NTMWD award of the engineering services agreement upon written notice from the District. The Texoma Task Force shall have the opportunity to review the Engineering Services agreement prior to execution.
6. **Payment of GTUA Share for the “Pump Station Improvements” Construction Cost.** GTUA shall pay 100% of the GTUA Share to NTMWD at the NTMWD address listed below under Section 8 Addresses for Notice within thirty (30) days of completion of construction and installation of the “*Pump Station Improvements*” upon written notice from the District.
7. **Operation and Maintenance.** Operation and maintenance of the Pump Station Improvements shall continue to be performed in accordance with that certain *Operation*

and Maintenance Agreement between the Parties, dated July 19, 1993, including any amendments thereto.

8 **Addresses for Notice:**

NTMWD:
Attn: Executive Director
North Texas Municipal Water District
P.O. Box 2408
Wylie, Texas 75098
Phone: (972) 442-5405

GTUA:
Attn: General Manager
Greater Texoma Utility Authority
5100 Airport Road
Denison, TX 75020
Phone: (903) 786-4433

9. **No Third-Party Beneficiaries.** NTMWD and GTUA are entering into this Agreement solely for the benefit of themselves and agree that nothing in this Agreement shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties.
10. **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.
11. **Entire Agreement: Amendments: Captions.** This Agreement, along with the Water Diversion Contract, contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the parties hereto respecting such matters. This Agreement may be amended by written agreement of amendment executed by both parties thereto, but not otherwise. Section headings shall not be used in construing this Agreement.
12. **Attorneys' Fees.** In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceedings shall be entitled to recover from the non prevailing party all reasonable attorneys' fees and reasonable costs and expenses incurred by the prevailing party, including such fees and costs incurred with respect to appeals, arbitrations and bankruptcy proceedings.
13. **Cumulative Remedies.** No remedy conferred upon a party in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute (except as otherwise expressly herein

provided).

14. **Binding Effect; Governing Law.** Except as expressly provided otherwise in this Agreement, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the rules governing choice of law.
15. **Successors and Assigns.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall be at the sole discretion of such party.
16. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
17. **Severability.** If any provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NTMWD:

NORTH TEXAS MUNICIPAL WATER DISTRICT, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution

By: _____

Name: Jennafer P. Covington

Title: Executive Director

GTUA:

GREATER TEXOMA UTILITY AUTHORITY, a conservation and reclamation district created pursuant to Article XVI, Section 59, of the Texas Constitution

By: _____

Name: Drew Satterwhite, P.E.

Title: General Manager

EXHIBIT A

(Estimated Total Project Costs)

Project Number	Project Name	Estimated Cost Share		Estimated Project Total Cost
		GTUA @ 20%	NTMWD @ 80%	
101-0530-19	Lake Texoma Pump Station 2019 Electrical Improvements “Oncor Substation Improvements”	\$710,492	\$2,841,968	\$3,552,460
101-0530-19	Lake Texoma Pump Station 2019 Electrical Improvements “Pump Station Improvements” Design Fees	\$337,373	\$1,349,494	\$1,686,867
101-0530-19	Lake Texoma Pump Station 2019 Electrical Improvements “Pump Station Improvements” Construction Cost	\$2,418,460	\$9,673,840	\$12,092,300
Total Project Costs:		\$3,466,325	\$13,865,302	\$17,331,627

ATTACHMENT XI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: November 11, 2021

SUBJECT: AGENDA ITEM NO. XI

DISCUSSION AND POSSIBLE ACTION ON ENTERING INTO A LEASING AGREEMENT FOR A PORTABLE GENERATOR FOR THE COLLIN GRAYSON MUNICIPAL ALLIANCE BLOOMDALE PUMP STATION.

ISSUE

The Collin Grayson Municipal Alliance (“CGMA”) water system is in need of a backup generator at the Bloomdale Pump Station.

BACKGROUND

The CGMA system was constructed in 2007 to provide water to the cities of Melissa, Anna, Van Alstyne and Howe. At the November Meeting, the Board authorized an Engineering Services Agreement (“ESA”) for Freeman Millican to begin design on an expansion project for the Bloomdale Pump Station that includes the installation of a generator that will run the entire pump station in the event of power failure. At that meeting, the Board also authorized us to separate the design of the quick-connect infrastructure in order to have that component available for use with a leased generator during the interim period until we are able to purchase and install a permanent generator. The engineer is currently designing the quick connect infrastructure and we hope to have it available by Spring 2022. We are proposing to move forward with the rental of a generator as they are in short supply, and we do not want to get caught in a situation where we are unable to rent one in an emergency. If we had one onsite, we would be able to get electricians to wire it into an individual motor control center until the power is restored.

CONSIDERATIONS

We have funds available in the CGMA account to lease a generator(s) and the 4 Cities are all in agreement that this is the desired path forward.

To date, we have contacted Sunbelt Rentals, Herc Rentals, Aggreko, HoltCat and Loftin Equipment. All of these companies have rental generators in our size, but only 2 companies have given quotes so far. After receiving these 2 quotes, we have determined that it might be most cost effective to rent a smaller (500kW) generator and then bring in a larger(1000kW) or parallel(500kW) generator during the peak summer months. We have asked for revised quotes and are also asking them for longer term, 6-12 months, pricing.

We hope to have 1-2 more quotes to discuss in time for the Board meeting.

STAFF RECOMMENDATIONS

The Authority staff will have a recommendation available at the Board Meeting.

ATTACHMENTS

3 Quotes/Proposals



**GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION**

PAGE 2

PREPARED AND SUBMITTED BY:

A handwritten signature in black ink, appearing to read "D. Satterwhite", is written over a horizontal line.

Drew Satterwhite, P.E., General Manager

QUOTE

** COPY **



R.A. No. **53840488**

Page 1 of 3

BRANCH: 464	BILL TO CUSTOMER: 3037756	SHIPPING ADDRESS
HERC DALLAS FTW PROSOLUTIONS 4901 CAREY ST FORT WORTH, TX 76119 817-625-5521	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020 903-786-4433

DESCRIPTION/CHARGES

EST START: 11/15/21 8:00	EST RETURN: 12/13/21 8:00	DROP DATE: _____
SHIPPED BY:	ORDERED BY: DREW SATTERWHITE	DROP TIME: _____
ORDER DATE: 10/25/21	SALESPERSON: 808	SALES COORDINATOR:

Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
2	500KW GENERATOR DSL T4F 5011510	8/	1080.00	180.00	1080.00	4313.00	13000.00	26000.00
	EMISSIONS & ENV SURCHARGE		EMISSIONS					514.80
	TX SPECIAL INVENTORY TAX		2201000001					59.80
28	CABLE 4/0 50FT CAMLOCK 9400815	8/	25.00	4.17	25.00	72.00	140.00	3920.00
12	MALE PIGTAIL 4/0 UNDER 10FT 9400880	8/	2.00	.33	2.00	8.00	16.00	192.00

* * * Items are priced per piece * * *

SALES ITEMS:

Qty	Item number	Unit	Price	
1	OUTSIDE FREIGHT DELIVERY 3709000001 - REVENUE	EA	1000.000	1000.00
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE	EA	165.000	165.00
1	OUTSIDE FREIGHT PICKUP 3709000001 - REVENUE	EA	1000.000	1000.00
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE	EA	165.000	165.00

CONTINUED

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC; (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth [above] and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges, (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Terms are due upon receipt Not valid without Barcode

Customer Name _____	Title _____
Customer Signature _____	Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at HercRentals.com



QUOTE



R.A. No. **53840488**

BRANCH: 464	BILL TO CUSTOMER: 3037756	SHIPPING ADDRESS
HERC DALLAS FTW PROSOLUTIONS 4901 CAREY ST FORT WORTH, TX 76119 817-625-5521	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020 903-786-4433

DESCRIPTION/CHARGES

EST START: 11/15/21 8:00	EST RETURN: 12/13/21 8:00	DROP DATE: _____
SHIPPED BY:	ORDERED BY: DREW SATTERWHITE	DROP TIME: _____
ORDER DATE: 10/25/21	SALESPERSON: 808	SALES COORDINATOR:
PO# / JOB#: BACKUP POWER /	Rates subject to availability	
Qty Equipment #	Hrs/ Min Hour	Day Week 4 Week Amount
SALES ITEMS:		
Qty Item number	Unit Price	
160 PREVENT MAINT \$3.50	EA 3.500	560.00
3770000001 - PREVENTATIVE MAINTENANCE		
Taxable Sub-total: 33576.60		Sub-total: 33576.60
		Tax: 2770.06
		Total: 36346.66

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CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Terms are due upon receipt Not valid without Barcode

Customer Name _____ Title _____
Customer Signature _____ Date _____



RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

- 1. NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.
- 2. WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employer's regular employment, or persons approved by Herc in writing. Customer and all Authorized Operators must: hold a valid driver's license to operate a motor vehicle and be of legal age, and be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is responsible for any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.
- 3. RENTAL FEES AND OTHER CHARGES.** Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such amounts. The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.
- 4. CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the equipment is carried out in compliance with applicable laws, (including but not limited to those relating to worker safety and the environment).
- 5. RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Herc's related expenses, such as loss of use, appraisal fees or recovery costs. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
- 6. EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
- 7. REMEDIES OF HERC.** In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peacefully enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.
- 8. INSURANCE.** Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Further, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state noted above; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of \$1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.**
- 9. INDEMNIFICATION.** To the fullest extent permitted by law, and for and in additional consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES, ENVIRONMENTAL SPILLS (including but not limited to costs, expenses, delays, deductible amounts of insurance, and liquidated, consequential and punitive damages), ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISING OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.
- 10. NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.
- 11. CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.
- 12. LATE PAYMENT FEE.** Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.
- 13. FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
- 14. MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's execution of this Agreement and acceptance of the Equipment in accordance with Section 11 hereof shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.
- 15. GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.
- 16. ELECTRONIC SIGNATURES.** Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be an original and all of which together shall constitute the entire agreement. (i) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (ii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.
- 17. FAMILIARIZATION.** All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented. If requested, the User as defined by ANSI A92/CSA B354 agrees to have a designated person present at time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification.

QUOTE



R.A. No. 53840505

Page 1 of 3

BRANCH: 464	BILL TO CUSTOMER: 3037756	SHIPPING ADDRESS
HERC DALLAS FTW PROSOLUTIONS 4901 CAREY ST FORT WORTH, TX 76119 817-625-5521	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020 903-786-4433

DESCRIPTION/CHARGES

EST START: 11/15/21 8:00	EST RETURN: 12/13/21 8:00	DROP DATE: _____
SHIPPED BY:	ORDERED BY: DREW SATTERWHITE	DROP TIME: _____
ORDER DATE: 10/25/21	SALESPERSON: 808	SALES COORDINATOR:

Rates subject to availability

PO# / JOB#:	TEMP POWER	/						
Qty	Equipment #	Hrs/	Min	Hour	Day	Week	4 Week	Amount
1	1000KW GENERATOR DSL 5012100	8/	2056.00	342.67	2056.00	5551.00	14290.00	14290.00
	EMISSIONS & ENV SURCHARGE		EMISSIONS					282.94
	TX SPECIAL INVENTORY TAX		2201000001					32.87
28	CABLE 4/0 50FT CAMLOCK 9400815	8/	25.00	4.17	25.00	72.00	140.00	3920.00
12	MALE PIGTAIL 4/0 UNDER 10FT 9400880	8/	2.00	.33	2.00	8.00	16.00	192.00

* * * Items are priced per piece * * *

SALES ITEMS:

Qty	Item number	Unit	Price	
1	OUTSIDE FREIGHT DELIVERY 3709000001 - REVENUE	EA	1000.000	1000.00
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE	EA	165.000	165.00
1	OUTSIDE FREIGHT PICKUP 3709000001 - REVENUE	EA	1000.000	1000.00
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE	EA	165.000	165.00

CONTINUED

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC; (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth [above] and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) retueling service charges, (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

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Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Customer Name _____ Title _____
Customer Signature _____ Date _____

Terms are due upon receipt Not valid without Barcode



QUOTE



R.A. No. 53840505

BRANCH: 464	BILL TO CUSTOMER: 3037756	SHIPPING ADDRESS
HERC DALLAS FTW PROSOLUTIONS 4901 CAREY ST FORT WORTH, TX 76119 817-625-5521	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020	GREATER TEXOMA UTILITY AUTHORI 5100 AIRPORT DRIVE DENNISON, TX 75020 903-786-4433

DESCRIPTION/CHARGES

EST START: 11/15/21 8:00	EST RETURN: 12/13/21 8:00	DROP DATE: _____
SHIPPED BY:	ORDERED BY: DREW SATTERWHITE	DROP TIME: _____
ORDER DATE: 10/25/21	SALESPERSON: 808	SALES COORDINATOR:
PO# / JOB#: TEMP POWER /	Rates subject to availability	
Qty Equipment #	Hrs/ Min Hour	Day Week 4 Week Amount
SALES ITEMS:		
Qty Item number	Unit Price	
160 PREVENT MAINT \$4.00	EA 4.000	640.00
3770000001 - PREVENTATIVE MAINTENANCE		
Taxable Sub-total:	21687.81	
		Sub-total: 21687.81
		Tax: 2003.59
		Total: 23691.40

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC; (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth [above] and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges, (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.
PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.
CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Terms are due upon receipt Not valid without Barcode

Customer Name _____ Title _____
 Customer Signature _____ Date _____



RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

- NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.
- WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employer's regular employment, or persons approved by Herc in writing. Customer and all Authorized Operators must: hold a valid driver's license to operate a motor vehicle and be of legal age, and be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is responsible for any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.
- RENTAL FEES AND OTHER CHARGES.** Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such amounts. The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.
- CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Her Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the equipment is carried out in compliance with applicable laws, (including but not limited to those relating to worker safety and the environment).
- RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Herc's related expenses, such as loss of use, appraisal fees or recovery costs. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
- EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
- REMEDIES OF HERC.** In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peacefully enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.
- INSURANCE.** Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the furthest extent permitted by law. Further, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state noted above; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal or greater than the standard ISO CG 20 28 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of \$1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.**
- INDEMNIFICATION.** To the fullest extent permitted by law, and for and in additional consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES, ENVIRONMENTAL SPILLS (including but not limited to costs, expenses, delays, deductible amounts of insurance, and liquidated, consequential and punitive damages), ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISING OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.
- NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.
- CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.
- LATE PAYMENT FEE.** Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.
- FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
- MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's execution of this Agreement and acceptance of the Equipment in accordance with Section 11 hereof shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.
- GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable. Each party hereby waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.
- ELECTRONIC SIGNATURES.** Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be an original and all of which together shall constitute the entire agreement. (i) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (ii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.
- FAMILIARIZATION.** All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented. If requested, the User as defined by ANSI A92/CSA B354 agrees to have a designated person present at time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification.



Branch #184
 5601 DENTON HWY
 HALTOM CITY, TX 76148 3754
 Office: (817) 759-0413
www.sunbeltrentals.com

POWER QUOTE

Stacey Hain
Stacey.Hain@sunbeltrentals.com

November 02, 2021

Customer **GREATER TEXOMA UTILITY AUTH (#13150)** **Quote** **Backup 1 Meg McKinney**
 5100 AIRPORT DRIVE (Active R0)
 DENISON, TX 75020 QUO-220234-C8Y8C4
 11/15/2021 to 12/13/2021

Job Site **McKinney McDonald Street** **Contact** **Drew Satterwhite**
 3944 N McDonald St (903) 786-4433
 McKinney, TX 75071 drews@gtua.org

Introduction

Equipment Only

This quote is for equipment only and does not include labor or fuel. Delivery and pickup charges are an estimate. Taxes and fees are not included. The rate is for standby only and will switch to shift rate (\$3570/\$8925/\$22,310) if the generator runs.

Pricing Details

Equipment

Qty	Item	Day	Week	4 Week	Amount
1	1000KW DIESEL GENERATOR	\$2,320.00	\$5,800.00	\$14,500.00	\$14,500.00
1				Subtotal	\$14,500.00

Ancillary

Delivery	\$2,000.00
Pick-up	\$1,600.00
Subtotal	\$3,600.00

Quote Total: \$18,100.00*
*Plus applicable taxes

** Explanation of Misc. Charges:

fuel surcharge / safety / consumables

Quoted delivery and pick up fees are estimates. Other fees and taxes may apply. Fuel, State and Local taxes and actual delivery charges will be quoted when the order is confirmed based on the rental location.

Terms and Conditions

Any rental that results from this quote will be subject to Sunbelt's standard terms and conditions.

Quote Acceptance

GREATER TEXOMA UTILITY AUTH
Drew Satterwhite

Acceptance Signature of Customer's Authorized Representative

Date

Sunbelt Rentals, Inc.
Stacey Hain

Acceptance Signature of Sunbelt Rentals Authorized Employee

Date

ADJOURN