

CONTRACT APPROVAL FORM

RECEIVED
CONTRACT MANAGEMENT

CS-08-404
CONTRACT TRACKING
NO. CM1476

CS-8L

2009 SEP -2 PM 4:29

CONTRACTOR INFORMATION

Name: Flagler Construction Equipment, LLC
Address: 2663 Roberts Street Jacksonville FL 32207
City State Zip
Contractor's Administrator Name: Bob Davis Title: Sales Representative
Tel#: 904.737.6000 Fax#: 904.737.1260 Email: _____

CONTRACT INFORMATION

Contract Name: Volvo Motor Grader **2 months - 28 day cycle \$3,500 = \$7,000**
Contract Value: \$228,000.00

Brief Description: Rental of one (1) Motor Grader for two (2) months, until Road and Bridges Motor Grader can be fixed and return to service

Contract Dates 9-3-09 to 10-28-09 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Rental

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. Daniel M. [Signature] 9-2-09 03404541 - 544000
Department Head Signature Date Funding Source/Acct #
2. Charlotte Young 9-8-09
Contract Management Date
3. [Signature] 9-8-09
County Attorney (approved as to form only) Date
4. [Signature] 9/10/09
Office of Management & Budget Date

Comments: _____

COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 9/10/09
Edward Sealover Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance



EQUIPMENT RENTAL AGREEMENT

Date: Sept. 10, 20 09

The following Rental Agreement (the "Agreement") is made, as of the date set forth above, by and between FLAGLER CONSTRUCTION EQUIPMENT, LLC ("Owner") whose address is 4700 Millenia Blvd Ste. 500, Orlando, Florida 32839, and Nassau County Rd Dept ("Renter") whose address is: Street: 37356 Pea Farm blvd City: Hillard State: FL Zip: 32046 Phone No.: (904) 356-2003

Renter is or is not a merchant or dealer in goods or machinery including any type similar to the Equipment.

1. Agreement. Owner agrees to lease to the Renter the following items (the "Equipment") subject to the terms and conditions set forth below:

Table with columns: EQUIPMENT DESCRIPTION (MAKE, MODEL, YEAR), SERIAL NUMBER, RENTAL PAYMENT (per 28 day period), SALES TAX. Row 1: VCE, G930, 2008, 42667, \$3500. Row 2: Attachment(s), State: \$, Local: \$, Total: \$/n/a

If you are exempt from sales tax, Renter's exemption is on file or attached. Payment Method is in advance in arrears.

Do you elect or decline Physical Damage Waiver in the amount per Rental Period of: \$ Total Payment: \$ (the "Rent")

Minimum required Equipment value for insurance: \$228,000 (No liability coverage is provided in this Agreement.)

Insurance Agent Phone No. Fax No.

2. Rent. For each Rental Period Renter agrees to pay to Owner at such location as directed by Owner an amount equal to the Rental Payment and the Total Tax owed by Renter on such payment (as adjusted if such equipment is moved to a job site in another County), and the amount of the Physical Damage Coverage, if elected (the "Rent"). Rent, due under this Agreement, shall be payable in advance to Owner on or before each Rental Period or in arrears in accordance with the Payment Method selected by the Owner above.

3. Term. The term of this Agreement shall commence on 9-10-2009 (the "Rent Commencement Date") and shall continue for 2 Rental Periods (each Rental Period consisting of 28 consecutive calendar days) or until 11-4-2009 (the "Expiration Date"), whichever occurs first. The Term may be extended in writing or modified only upon execution of a written agreement signed by both parties.

4. Job Location, Hours of Operation. Job Location: Nassau County Rd Dept County of Nassau State of FL. The Equipment shall be used solely at the Job Location, subject to Renter being permitted to move the Equipment to another job site in the State of Florida (as long as the Equipment is not moved more than 250 miles from its original Job Location) by providing Owner with written notice no less than 48 hours prior to moving the Equipment to the new job site.

5. Delivery and Possession. Renter shall take possession of the Equipment at 2863 Roberts Rd Jax FL 32207 (the "Original Location") and shall pay all charges for loading, unloading, and transportation of the Equipment to the Job Location and its return to Owner's possession at the Original Location. Renter shall inspect the Equipment within 48 hours after taking possession and as part of that inspection process notify Owner of any visible defects in the Equipment before Renter's initial use of the Equipment.

6. Substitution. Owner reserves the right to substitute any piece of Equipment with a like piece of equipment at any time during the Term of this Agreement. Owner may, at its sole discretion, grant Renter an option to purchase the Equipment by Owner and Renter entering into a Purchase Option Rider Agreement.

7. Return. Upon expiration or termination of this Agreement, whichever date is earlier, Renter shall promptly deliver (at the Original Location or any closer location selected by Owner in its sole discretion) the Equipment to Owner at Renter's expense in clean and good operating condition and in good repair and with a full tank of fuel. In the event Renter fails to promptly return the Equipment, Owner may take steps necessary to repossess the Equipment, and, in addition to Holdover Rent to be paid in accordance with Section 9 of this Agreement, Renter shall be liable for and pay all expenses of repossession, transportation, storage and safekeeping of the Equipment incurred by Owner and its agents, along with all charges resulting from Renter not returning the Equipment in clean and good operating condition and in good repair. If the Equipment is not returned with a full tank of fuel, Renter shall promptly pay for Owner to fill the tank at Owner's standard rates.

FLAGLER CONSTRUCTION EQUIPMENT, LLC Owner

Nassau County BOCC Renter

Submitted By: Robert Davis Salesperson

By: [Signature] 9/10/09

[Signature] WILLIAM GULLIFORD Branch Manager

Name: Edward Sealover

Title: County Coordinator

Branch Location: Jacksonville, FL

Accepted By:

SUBJECT TO TERMS AND CONDITIONS

Title: Location:

ON REVERSE SIDE (rev. 5/08)



NASSAU COUNTY
 BOARD OF COUNTY COMMISSIONERS
 76347 Veterans Way
 Suite 4000
 Yulee, FL 32097

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # 09000766-00

STATE SALES TAX CERTIFICATION NUMBER:
 55-04-005905-53C
 FEDERAL IDENTIFICATION NUMBER:
 59-1863042

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FLAGLER CONSTRUCTION EQUIPMENT
 2663 ROBERTS ROAD
 JACKSONVILLE, FL 32207

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NASSAU COUNTY ROAD & BRIDGE
 37356 PEA FARM ROAD
 HILLIARD, FL 32046

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location	
08/28/09	009318			ROAD MAINTENANCE	
Item#	Description/Part No.	Unit/Qty	Cost Each	Extended Price	
001	CT101 MONTHLY RENTAL OF MOTOR GRADER 03404541.544000	1.0 EA	7000.00000	7,000.00	
				7,000.00	
			PO Total	7,000.00	

RECEIVED IN GOOD ORDER
 BY: _____

DATE _____

Vendor Invoice #

Voucher #

Vendor Invoice #

Voucher #



2663 ROBERTS STREET
JACKSONVILLE, FLORIDA 32207
PHONE: 904-737-6000
FAX: 904-737-1260

August 19, 2009

Nassau County Road Department
37356 Pea Farm Road
Hilliard, Florida 32046

Attention: Mr. Butch Hartman
Mr. David Phillips

Subject: Rental Rate Quote

Dear Sirs:

Thank you for the opportunity to quote you on our rental rates as follows:

Volvo G930 Motor Grader
Monthly Rate \$3,5000.00 per month
Hour usage allowance 176 hours per rental period

Above rates do not include any applicable taxes or fees and units are subject to availability. Customer is responsible for transportation of units to and from job location. Customer is responsible for maintaining all risk and liability insurance on rental units. Rental rates quoted valid for thirty days from date of quote.

If you should have any questions or need additional information, please call me. Thank you for your consideration of Flagler CE and Volvo for your equipment needs. We look forward to your valued business.

Respectfully,

FLAGLER CE

Bob Davis
Sales Representative

Ring Power



500 World Commerce Pkwy
St Augustine, FL 32092
904-201-7464

MAILING ADDRESS: P.O. Box 45022 - Jacksonville, Florida 32232

QUOTATION

DATE: 8-19-09

CUSTOMER INFORMATION:

**NASSAU CO. ROAD & BRIDGE
ATTN: DAVID**

QUOTATION NUMBER:

CUSTOMER'S INQUIRY:

TERMS: All quoted prices are subject to change without notice and those in effect on the date of shipment shall prevail.

FAX: 845-3482

EFFECTIVE DATES: 30 DAYS

QUANTITY	DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
1	CATERPILLAR 120M MOTOR GRADER	\$ 4,500.00	MONTHLY

Pick up and Delivery charges are as follows: \$250 Delivery/\$250 pick up per machine.

PREPARED BY: TRENT LAWRENCE
904-494-1284
904-494-7606 Fax

August 20, 2009

Nassau County Road Department
37356 Pea Farm Road
Hilliard, Florida 32046

To Whom It May Concern:

Thank you for allowing Industrial Tractor Company to quote your Construction Equipment needs. Per your request I have quoted for rental a Deere 672D AWD Motor Grader for monthly rental. If you have any questions, please contact me.

Monthly rental is \$ 5,000.00 per month or 176-service hours usage. If customer chooses not to pick-up and return the machine, deliver with round trip would be \$ 750.00. Total Cost to customer for one month's rental including freight is \$ 5,750.00. This does not include any taxes or insurance charges.

Customer is responsible for all daily maintenance requirements, fuel, and cost of operator. Customer is also responsible for insuring the machine while on rental. If you would like an insurance quote for this rental please contact me.

Industrial Tractor Company is responsible for all scheduled maintenance and repairs for these machines while on rental. Industrial Tractor Company is not responsible for any repairs needed due to damages done to machines by operator abuse, neglect, vandalism, accident, or Acts of God.

The machine is a 2008 Deere 672D All Wheel Drive Motor Grader equipped with cab, air, air suspension seat, 14' blade, 17.5 radial tires, work lights, and all standard equipment.

This machine is currently in stock and ready for delivery. The competitors for this size machine are the Cat 12M, Volvo G930, and the Komatsu GD 555-3. The competitive machines mentioned DO NOT have "all wheel drive capabilities". If you have any questions please contact me.

Sincerely,



William T. Cannon
Governmental / Target Account Division Manager