



LEXINGTON

RFP-6-2026

Concentric Corporation of America Supplier Response

Event Information

Number: RFP-6-2026
Title: Storm and Disaster Response and Recovery Services and Equipment
Type: Request For Proposal
Issue Date: 2/23/2026
Deadline: 3/10/2026 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
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Concentric Corporation of America Information

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ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Dylan Baker

Signature

Submitted at 3/10/2026 12:52:51 PM (ET)

Dylan@concentriccorp.us

Email

Response Attachments

Concentric_COI .pdf

Concentric_COI

Concentric_SOQ.pdf

Concentric_SOQ

Concentric_References.pdf

Concentric_References

Concentric_Equipment_List.pdf

Concentric_Equipment_List

Concentric_Ownership_Documentation.pdf

Concentric_Ownership

Concentric_Affirmative_Action_Plan-3.pdf

Concentric_Affirmative_Action_Plan_Work_Force_Analysis

RFP_6-2026_Storm_Disaster_Response_FILLED.pdf

RFP_6-2026_Storm_Disaster_Response.pdf

Bid Lines

1	Motor Graders w/blade & escort/safety vehicle 125HP or less	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
2	Motor Graders w/blade & escort/safety vehicle 126HP - 175HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
3	Motor Graders w/blade & escort/safety vehicle 176HP - 250HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>

4	Motor Graders w/blade & escort/safety vehicle 251HP or larger	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
5	Front-End Loader/Wheel Loader 40HP or less	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
6	Front-End Loader/Wheel Loader 41HP - 74HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
7	Front-End Loader/Wheel Loader 75HP - 109HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
8	Front-End Loader/Wheel Loader 110HP - 199HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
9	Front-End Loader/Wheel Loader 200HP or larger	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
10	Front-End Loader - Other (i.e. Loader w/grapple, shaker, etc. please specify)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
11	Combo Backhoe/Loader 40HP or less	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
12	Combo Backhoe/Loader 41HP -70HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
13	Combo Backhoe/Loader 71HP - 89HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
14	Combo Backhoe/Loader 90HP or larger	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
15	Combo Backhoe/Loader Other (i.e. Loader w/grapple, Hoe Ram etc. please specify)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
16	Dump Truck with Snowplow Single Rear Axle W/out spreader (26,000 GVWR or larger)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
17	Dump Truck with Snowplow Single Rear Axle WITH spreader (26,000 GVWR or larger)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
18	Dump Truck with Snowplow Multiple-Rear Axle W/out spreader (26,000 GVWR or larger)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
19	Dump Truck with Snowplow Multiple-Rear Axle WITH spreader (26,000 GVWR or larger)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>

20	Dump Truck for debris hauling capacity: Less than Ten (10) yards	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
21	Dump Truck for debris hauling capacity: 11 - 19 yards	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
22	Dump Truck for debris hauling capacity: 20 - 29 yards	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
23	Dump Truck for debris hauling capacity: 30 or more yards	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
24	Truck With Snowplow (7'min.) 4WD W/Salt Spreader (1.75yd min.) *Must have strobe lights	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
25	Truck With Snowplow (7'min.) 4WD W/out Salt Spreader *Must have strobe lights	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
26	Track hoe/Excavator Less than 10 Ton (Mini-Excavator)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
27	Track hoe/Excavator - 10 - 19 Ton	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
28	Track hoe/Excavator - 20 - 29 Ton	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
29	Track hoe/Excavator - 30 - 45 Ton	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
30	Track hoe/Excavator - Greater than 45 Ton	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
31	Transport truck w/trailer (Flatbed/Lowboy/Open/Enclosed) less than 10 Ton	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
32	Transport truck w/trailer (Flatbed/Lowboy/Open/Enclosed) up to 24 Ton Capacity	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
33	Skid Steer/Skid Loader: Mini/Stand-up/Dingo	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
34	Skid Steer/Skid Loader: Small Frame Under 50 HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
35	Skid Steer/Skid Loader: Medium Frame 50-69 HP	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>

36	Skid Steer/Skid Loader: Large Frame 70 HP or larger	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
37	Sanding Truck (5CY)	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
38	Knuckle Boom	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$400.00"/>	Total: <input type="text" value="\$400.00"/>
39	Bucket Truck	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$300.00"/>	Total: <input type="text" value="\$300.00"/>
40	Mobile Crane: Less than 30 Ton Capacity	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>
41	Mobile Crane: 31-60 Ton Capacity	Quantity: <u> 1 </u> UOM: <u> HR </u>	Price: <input type="text" value="\$250.00"/>	Total: <input type="text" value="\$250.00"/>

Response Total: \$10,600.00

CONCENTRIC

Corporation of America

AFFIRMATIVE ACTION PLAN

DBA Concentric Corp

Principal Office: Lexington, Kentucky

CEO / President: Dylan Baker

EEO Officer: Dylan Baker, CEO

Plan Effective Date: January 1, 2026

Plan Expiration Date: December 31, 2026

Federal EIN: 88-3535036

DUNS / UEI: 108353301

Submitted in Connection with:

RFP #6-2026 — Storm & Disaster Response and Recovery Services & Equipment
Lexington-Fayette Urban County Government (LFUCG)

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I. POLICY STATEMENT & COMMITMENT

Concentric Corporation of America (hereinafter "Concentric" or "the Company") is committed to the principles of equal employment opportunity and affirmative action. It is the policy of Concentric to recruit, hire, train, promote, and compensate all employees without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, genetic information, or any other characteristic protected by federal, state, or local law.

Concentric fully supports the objectives of the Lexington-Fayette Urban County Government's Minority Business Enterprise Program (MBEP) and Resolution 272-2024, including the certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal with subgoals of five percent (5%) for Minority Business Enterprises (MBE) and twelve percent (12%) for Women Business Enterprises (WBE), a three percent (3%) minimum goal for Certified Veteran-Owned Small Businesses (VOSB) and/or Certified Service-Disabled Veteran Owned Small Businesses (SDVOSB), and the utilization of Disadvantaged Business Enterprises (DBE) where applicable.

This Affirmative Action Plan (AAP) is designed to ensure that Concentric takes proactive steps to provide equal employment opportunities to all qualified individuals and actively seeks the participation of minority-owned, women-owned, veteran-owned, and disadvantaged business enterprises in all subcontracting and procurement activities related to government contracts, including RFP #6-2026.

II. DESIGNATION OF RESPONSIBILITY

Dylan Baker, Chief Executive Officer, has been designated as the Equal Employment Opportunity (EEO) Officer for Concentric Corporation of America. The EEO Officer is responsible for:

- Developing, implementing, and monitoring this Affirmative Action Plan
- Ensuring compliance with all applicable federal, state, and local equal employment opportunity laws and regulations
- Serving as the primary liaison with LFUCG's Minority Business Enterprise Liaison (Sherita Miller, MPA, CPSD)
- Conducting periodic workforce analyses and identifying areas of underutilization
- Establishing and monitoring hiring, promotion, and subcontracting goals
- Ensuring all managers and supervisors understand and implement the Company's EEO policies
- Maintaining documentation of all affirmative action efforts and good faith outreach activities
- Investigating and resolving complaints of discrimination or harassment
- Reporting progress to company leadership and external agencies as required

All managers, supervisors, and field operations leads share responsibility for implementing and supporting this Affirmative Action Plan within their areas of authority. The EEO Officer reports directly to the Board of Directors on all matters relating to equal opportunity compliance.

III. EQUAL EMPLOYMENT OPPORTUNITY POLICY

Concentric Corporation of America provides equal employment opportunities to all employees and applicants for employment in accordance with applicable federal, state, and local laws, including but not limited to:

- Title VII of the Civil Rights Act of 1964, as amended
- Executive Order 11246, as amended
- The Rehabilitation Act of 1973 (Section 503)
- The Americans with Disabilities Act (ADA) of 1990, as amended
- The Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA)
- The Age Discrimination in Employment Act (ADEA)
- The Equal Pay Act of 1963
- The Genetic Information Nondiscrimination Act (GINA)
- Kentucky Civil Rights Act (KRS Chapter 344)
- Lexington-Fayette Urban County Government Code of Ordinances, Chapter 2, Article XI (Human Rights)

This policy applies to all terms and conditions of employment, including but not limited to: recruiting, hiring, placement, promotion, transfer, demotion, layoff, recall, termination, rates of pay, benefits, training and development, and all other forms of compensation.

Concentric prohibits harassment based on any protected characteristic. Any employee found to have engaged in discriminatory conduct or harassment shall be subject to disciplinary action up to and including termination.

IV. DISSEMINATION OF POLICY

A. Internal Dissemination

- The EEO policy is posted in conspicuous locations at all Concentric offices and job sites
- All new employees receive a copy of the EEO policy during orientation and onboarding
- The AAP is reviewed with all management and supervisory personnel annually
- EEO policy is included in the employee handbook distributed to all employees
- Nondiscrimination clauses are included in all collective bargaining agreements (if applicable)
- All job postings include the statement: "Concentric Corporation of America is an Equal Opportunity Employer"

B. External Dissemination

- Concentric's EEO policy is communicated to all subcontractors, vendors, and suppliers
- Job advertisements include the equal opportunity employer statement
- Concentric notifies recruitment sources (employment agencies, schools, community organizations) of its EEO policy
- The company actively recruits through minority-focused and women-focused professional organizations and community groups

- All purchase orders, contracts, and subcontracts include nondiscrimination clauses

V. WORKFORCE ANALYSIS

The following table represents Concentric Corporation of America's current workforce composition. This analysis covers all full-time, part-time, and seasonal employees across all divisions and subsidiaries (including STACO Building, TruckGo, Vortex, and CLEAN operations).

JOB CATEGORY	TOTAL	MALE	FEMALE	MINORITY	VETERAN
Executive / Senior Management	4	2	2	0	0
Operations Management	6	5	1	1	3
Field Supervisors / Leads	9	8	1	0	0
CDL Operators / Drivers	50	41	9	47	0
Equipment Operators	5	5	0	0	0
Laborers / Field Workers	19	17	2	14	0
Administrative / Office	6	3	3	2	0
TOTAL	99	81	18	64	3

Note: Minority includes Black/African American, Hispanic/Latino, Asian, Native American, and Multi-Racial individuals. Data compiled from Adams Keegan Efficenter HR system across all six company entities: Concentric Corporation of America, CCA 1099, STACO LLC, STACO 1099, Truck Go LLC, and Truck Go 1099.

VI. UTILIZATION ANALYSIS & GOALS

Based on the workforce analysis above and the availability of qualified minorities, women, and veterans in the relevant labor market (Lexington-Fayette County MSA and surrounding Central Kentucky region), Concentric establishes the following utilization goals:

CATEGORY	CURRENT %	AVAILABILITY %	GOAL %	TIMELINE
Minority Employees (Overall)	64.6%	22.0%	Meet or exceed availability	12 months
Women Employees (Overall)	18.2%	47.0%	Meet or exceed availability	12 months
Veterans (Overall)	3.0%	6.0%	Meet or exceed availability	12 months
MBE Subcontracting	5%	5% (LFUCG goal)	5% minimum	Per contract
WBE Subcontracting	12%	12% (LFUCG goal)	12% minimum	Per contract
VOSB/SDVOSB Subcontracting	3%	3% (LFUCG goal)	3% minimum	Per contract

Where underutilization is identified, Concentric will establish specific, measurable, and attainable hiring and subcontracting goals with timetables to correct the deficiency. Goals are not rigid quotas but rather targets reasonably attainable through good faith efforts.

VII. ACTION-ORIENTED PROGRAMS

Concentric will implement the following action-oriented programs to achieve its affirmative action goals:

A. Recruitment & Hiring

- Actively recruit from minority-serving institutions, vocational training programs, and CDL training schools that serve diverse populations
- Post job openings with Kentucky Career Center (formerly Office of Employment & Training) and local workforce development boards
- Partner with local organizations such as the Urban League of Lexington-Fayette County, Bluegrass Community & Technical College, and veteran service organizations
- Attend career fairs and hiring events targeting minority, women, and veteran job seekers
- Ensure all hiring decisions are based on job-related qualifications and merit
- Maintain records of all applicants by race, gender, and veteran status for analysis

B. Training & Development

- Provide equal access to training programs, professional development, and CDL certification/upgrade opportunities for all employees
- Conduct annual EEO and anti-harassment training for all employees, with additional training for managers and supervisors
- Mentor and develop minority and women employees for supervisory and management positions
- Support employees seeking additional certifications relevant to storm response and heavy equipment operation

C. Promotion & Advancement

- Ensure promotional opportunities are communicated to all eligible employees
- Base promotion decisions on demonstrated performance, qualifications, and potential
- Review promotion patterns annually to identify and address any disparities

D. Compensation & Benefits

- Conduct annual pay equity reviews to ensure compensation is administered without regard to protected characteristics
- Ensure equal access to all benefits programs for all employees

VIII. DBE / MBE / WBE / VOSB SUBCONTRACTING PLAN

In compliance with LFUCG Resolution 272-2024, Concentric commits to the following subcontracting goals for work performed under RFP #6-2026:

GOAL CATEGORY	MINIMUM %	CONCENTRIC COMMITMENT
MBE (Minority Business Enterprise)	5%	Meet or exceed 5% of total contract value
WBE (Women Business Enterprise)	12%	Meet or exceed 12% of total contract value
Combined MWBE	17%	Meet or exceed 17% combined
VOSB / SDVOSB	3%	Meet or exceed 3% of total contract value
Total Diverse Participation	20%	Target 20%+ of total contract value

Concentric will achieve these goals through the following strategies:

- Identify and solicit bids from certified DBE/MBE/WBE/VOSB/SDVOSB firms for subcontracting opportunities in equipment provision, hauling, support services, and ancillary operations
- Leverage the CoreLine Industries LLC Joint Venture to expand access to diverse subcontractor networks
- Utilize the TruckGo and Vortex fleet networks which include minority-owned and veteran-owned independent operators
- Contact LFUCG MBE Liaison Sherita Miller (smiller@lexingtonky.gov, 859-258-3323) for assistance in locating certified diverse businesses
- Search certified business directories recognized by LFUCG MBEP including: KYTC DBE, Kentucky MWBE, WBENC, NWBOC, NMSDC, TSMSDC, SBA VetCert, and Kentucky SDVOSB
- Provide reasonable timeframes for diverse subcontractors to prepare and submit competitive bids
- Avoid imposing unnecessary bonding requirements or insurance limits on subcontractors that could exclude smaller diverse firms
- Complete monthly contract compliance audits via LFUCG Diverse Business Management Compliance system at <https://lexingtonky.diversitycompliance.com/>

IX. GOOD FAITH EFFORTS DOCUMENTATION

Concentric will document all good faith efforts to achieve its affirmative action and diverse subcontracting goals. Documentation will include:

- **Solicitation Records:** Written solicitations sent to certified DBE/MBE/WBE/VOSB firms, including dates, firm names, contact information, scope of work solicited, and responses received
- **Advertisement Records:** Copies of advertisements placed in minority-focused and women-focused publications, trade journals, and online platforms seeking subcontractor participation
- **Outreach Documentation:** Records of attendance at pre-bid conferences, networking events, trade fairs, and meetings with diverse business organizations

- **Bid Analysis:** Documentation showing that qualified diverse subcontractor bids were fairly evaluated and that rejections were based on legitimate business reasons
- **Scope Breakdown:** Evidence that work was divided into reasonable portions to facilitate diverse subcontractor participation
- **Assistance Provided:** Records of technical assistance, mentoring, or other support provided to diverse subcontractors to help them participate in the contract
- **Workforce Recruitment:** Records of outreach to minority, women, and veteran recruitment sources for direct hire positions

X. COMPLAINT & GRIEVANCE PROCEDURE

Any employee or applicant who believes they have been subjected to discrimination, harassment, or retaliation may file a complaint using the following procedure:

- **Step 1:** Report the complaint to the EEO Officer (Dylan Baker, CEO) verbally or in writing. All complaints will be treated confidentially to the extent possible.
- **Step 2:** The EEO Officer will conduct a prompt, thorough, and impartial investigation of the complaint within ten (10) business days of receipt.
- **Step 3:** The EEO Officer will issue a written determination of findings and any corrective action to be taken within five (5) business days of completing the investigation.
- **Step 4:** If the complainant is not satisfied with the resolution, they may appeal to the Company's Board of Directors within ten (10) business days.
- **Step 5:** Employees retain the right to file complaints with external agencies including the EEOC, Kentucky Commission on Human Rights, and the Lexington-Fayette Urban County Human Rights Commission at any time.

Concentric strictly prohibits retaliation against any individual who files a complaint, participates in an investigation, or opposes discriminatory practices. Any employee found to have engaged in retaliation shall be subject to disciplinary action up to and including termination.

XI. MONITORING & REPORTING

The EEO Officer will implement the following monitoring and reporting activities to ensure the effectiveness of this Affirmative Action Plan:

- **Quarterly Reviews:** Conduct quarterly reviews of hiring, promotion, termination, and compensation data by race, gender, and veteran status to identify trends and areas requiring attention
- **Annual Workforce Analysis:** Update the workforce analysis table annually and compare actual employment data against availability and utilization goals
- **Subcontracting Tracking:** Maintain running totals of contract dollars awarded to DBE/MBE/WBE/VOSB subcontractors and compare against established goals
- **Monthly Compliance Audits:** Complete monthly compliance audits through LFUCG's Diverse Business Management Compliance system as required by Resolution 272-2024

- **Annual Report:** Prepare and submit an annual Affirmative Action progress report to company leadership summarizing goals achieved, areas of underutilization, and corrective actions planned
- **Record Retention:** Maintain all AAP-related records, including workforce data, solicitation records, complaint files, and good faith efforts documentation, for a minimum of three (3) years

XII. SIGNATURES & CERTIFICATION

By signing below, I certify that Concentric Corporation of America has developed and will implement this Affirmative Action Plan in good faith. I further certify that Concentric is committed to achieving the equal employment opportunity and diverse subcontracting goals described herein, and will make every reasonable effort to ensure full compliance with all applicable federal, state, and local laws and regulations, including LFUCG Resolution 272-2024.

Dylan Baker, Chief Executive Officer

Concentric Corporation of America
EEO Officer

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Freddie Meece PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: fmeece@acrisure.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Auto-Owners Insurance Company	NAIC # 18988
INSURER B : Owners Insurance Company	NAIC # 32700
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Concentric Corporation of America DBA Staco Building Co.
 128 Dav Lane
 London, KY 40741

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			52966849	1/26/2026	1/26/2027	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4696684901	8/15/2025	8/15/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

LFUCG Div. of Central Purchasing 200 East Main St Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

EQUIPMENT LIST — Storm & Disaster Response and Recovery Services & Equipment

RFP #6-2026 | March 10, 2026

70+

TOTAL UNITS

8

HEAVY EQUIPMENT

26

DUMP TRUCKS

10

ROAD TRACTORS

20+

PICKUPS & SERVICE

Heavy Equipment & Construction Machinery

UNIT #	YEAR	MAKE	MODEL	TYPE	SERIAL / VIN	OWNERSHIP	STATUS
2200	2025	Caterpillar	CAT 926	Wheel Loader	CAT00926CK8E02200	RPO (Boyd CAT)	Available
5136	2019	Caterpillar	299D3 XPS	Compact Track Loader	CAT299D3HPRO5136	RPO (Boyd CAT)	Available
0689	2018	Caterpillar	308CR	Mini Excavator w/ Thumb	CAT00308CGG810689	RPO (Boyd CAT)	Available
—	—	Caterpillar	CAT D4	Dozer	CAT000D4CRLT10377	RPO (Boyd CAT)	Available
—	—	Caterpillar	CAT CS12	Soil Compactor	CAT0CS12J75300137	RPO (Boyd CAT)	Available
3858	1995	Case	580D	Backhoe	9383858	Owned	Available
0150	2025	Caterpillar	BA121	Machine Attachment	A4700150	RPO (Boyd CAT)	Available
—	—	ZoomBoom	—	Telehandler / Loader	—	Owned	Available

Dump Trucks

VEHICLE #	MAKE	TYPE	VIN	GVW	OWNERSHIP	STATUS
2391	Kenworth	Dump Truck	1NKZX4TX45J122391	86,000 lbs	RPO	Available
2392	Kenworth	Dump Truck	1NKZX4TX65J122392	86,000 lbs	RPO	Available
2393	Kenworth	Dump Truck	1NKZX4TX85J122393	86,000 lbs	RPO	Available
2394	Kenworth	Dump Truck	1NKZX4TXOSJ122394	86,000 lbs	RPO	Available
2395	Kenworth	Dump Truck	1NKZX4TX15J122395	86,000 lbs	RPO	Available
2396	Kenworth	Dump Truck	1NKZX4TX35J122396	86,000 lbs	RPO	Available
0038	Peterbilt	Dump Truck	1NPCX4EX8TD800038	86,000 lbs	RPO	Available
0040	Peterbilt	Dump Truck	1NPCX4EX6TD800040	86,000 lbs	RPO	Available
0036	Peterbilt	Dump Truck	1NPCX4EX4TD800036	86,000 lbs	RPO	Available
0034	Peterbilt	Dump Truck	1NPCX4EX0TD800034	86,000 lbs	RPO	Available
0039	Peterbilt	Dump Truck	1NPCX4EXXTD800039	86,000 lbs	RPO	Available
0035	Peterbilt	Dump Truck	1NPCX4EX2TD800035	86,000 lbs	RPO	Available
2274	Peterbilt	Dump Truck	1NPCX4TX1TD782274	86,000 lbs	RPO	Available
9121	Peterbilt	Dump Truck	1NPCX4TX0TD789121	86,000 lbs	RPO	Available
9127	Peterbilt	Dump Truck	1NPCX4TX1TD789127	86,000 lbs	RPO	Available
0028	Peterbilt	Dump Truck	1NPCX4TX1TD800028	86,000 lbs	RPO	Available
9122	Peterbilt	Dump Truck	1NPCX4TX2TD789122	86,000 lbs	RPO	Available
9114	Peterbilt	Dump Truck	1NPCX4TX3TD789114	86,000 lbs	RPO	Available
9128	Peterbilt	Dump Truck	1NPCX4TX3TD789128	86,000 lbs	RPO	Available

VEHICLE #	MAKE	TYPE	VIN	GVW	OWNERSHIP	STATUS
9123	Peterbilt	Dump Truck	1NPCX4TX4TD789123	86,000 lbs	RPO	Available
9129	Peterbilt	Dump Truck	1NPCX4TX5TD789129	86,000 lbs	RPO	Available
9124	Peterbilt	Dump Truck	1NPCX4TX6TD789124	86,000 lbs	RPO	Available
0025	Peterbilt	Dump Truck	1NPCX4TX6TD800025	86,000 lbs	RPO	Available
9125	Peterbilt	Dump Truck	1NPCX4TX8TD789125	86,000 lbs	RPO	Available
9120	Peterbilt	Dump Truck	1NPCX4TX9TD789120	86,000 lbs	RPO	Available
9126	Peterbilt	Dump Truck	1NPCX4TXXTD789126	86,000 lbs	RPO	Available

Bucket Trucks

QTY	TYPE	DESCRIPTION	OWNERSHIP	STATUS
6	Bucket Truck	LT40 Bucket Trucks (under 40 ft working height)	RPO (Ring Power)	Available

Road Tractors & Heavy Trucks

YEAR	MAKE	MODEL	TYPE	VIN	FUEL	OWNERSHIP	STATUS
2005	Peterbilt	379	Road Tractor	1XP-5DB9X-3-5D854212	Diesel	Purchased	Available
2000	Peterbilt	379	Road Tractor	1XP-5DB9X-1-YN469696	Diesel	Purchased	Available
—	Peterbilt	379	Road Tractor	1XP-50B9X-4-SN57271	Diesel	Purchased	Available
2020	Freightliner	M2	Medium Duty	1FVACXFC0LHLE8473	Diesel	Purchased	Available
2015	Freightliner	Cascadia	Road Tractor	3AKJGLDV2GSHEO368	Diesel	Leased	Available
2014	Freightliner	Cascadia	Road Tractor	3AKJGLDV2GSHEO368	Diesel	Leased	Available
2018	Freightliner	Cascadia	Road Tractor	1FUJJHHR2KLKE4100	Diesel	Leased	Available
1997	International	4000	Medium Duty	1HTSCAAL2VH469519	Diesel	Purchased	Available
2005	International	7000	Heavy Duty	1HTWBAAAN85J032087	Diesel	Purchased	Available
2014	International	4000	Medium Duty	1HTMMAAN7EH768088	Diesel	Purchased	Available

Flatbed & Service Trucks

YEAR	MAKE	MODEL	TYPE	VIN	FUEL	OWNERSHIP	STATUS
2022	Ford	F-550	Flatbed Truck	FD0W5HT1NEE26523	Diesel	Leased	Available
2022	Ford	F-550	Flatbed Truck	1FD0W5HT4NEE43882	Diesel	Leased	Available
2022	Ford	F-550	Flatbed Truck	1FD0W5HT5NEE62045	Diesel	Leased	Available
2022	Ford	F-550	Flatbed Truck	1FD0W5HT8NEF30085	Diesel	Leased	Available
2021	Ram	5500	Flatbed Truck	3c7wrnfl7mg546846	Diesel	Owned	Available
2013	Ford	F-550	Service Truck	1FDUF5GT6DEA41167	Diesel	Purchased	Available
2009	Dodge	Ram 3500	Service Truck	3D6WG48L19G511537	Diesel	Purchased	Available
2012	Ford	F-250	Utility Truck	1FTBF2A60CEC99258	Gasoline	Purchased	Available
2017	Ram	3500	Utility Truck	3C7WRSBJ7HG647152	Diesel	Owned	Available

Pickups & Support Vehicles

YEAR	MAKE	MODEL	TRIM	VIN	FUEL	OWNERSHIP	STATUS
2025	Chevrolet	Colorado	Trail Boss	1GCPTEEK4S1120972	Gasoline	Leased	Available
2025	Chevrolet	Colorado	Trail Boss	1GCPTEEK0S1125655	Gasoline	Leased	Available
2025	Chevrolet	Colorado	Trail Boss	1GCPTEEK1S1171463	Gasoline	Leased	Available
2025	Chevrolet	Colorado	Trail Boss	1GCPTEEK6S1171622	Gasoline	Leased	Available
2025	Chevrolet	Colorado	Trail Boss	1GCPTEEK6S1171460	Gasoline	Leased	Available
2023	GMC	Sierra 1500	SLE	3GTUUBED8PG247771	Gasoline	Leased	Available
2023	GMC	Sierra 1500	—	1GTUUBED9PZ271626	Gasoline	Leased	Available
2024	Ram	2500	—	3C6UR5DL7RG340139	Diesel	Owned	Available
2024	Ram	2500	—	3C6UR5DL3RG349307	Diesel	Owned	Available

YEAR	MAKE	MODEL	TRIM	VIN	FUEL	OWNERSHIP	STATUS
2015	Ford	F-150	XL	1FTMF1CP6FKD70073	Gasoline	Purchased	Available
2011	Chevrolet	Silverado 1500	W/T	1GCNCPEA6BZ400165	Gasoline	Purchased	Available
2022	Mercedes	Sprinter 2500	—	W1Y4ECHY2NP471303	Diesel	Owned	Available

* Ownership documentation for all RPO, rental, and lease agreements is provided in the attached supporting documents.



2200 S. Kentucky Ave
 Corbin, KY 40701
 606-528-3140

Rental

Agreement: R161019

Start Date: 2/10/2026

Est. End Date: 2/10/2027

Terms Cod

Jobsite: DAV LANE LONDON KY

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
 128 Dav Ln

London, KY 40741-9657

Written By: Ben Long

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
 CONCENTRIC CORP OF AMERICA-CAT CARD
 128 DAV LANE
 LONDON, KY 40741

Signed By:
 Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
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Rental Items

The Lessee has the option to purchase this unit for \$265,131.68 with 100% of the rent to apply for the first 12 rental periods. After the first 12 rental periods, interest will apply at the rate of 2 points over floating prime. Any non-warrantable repairs or preventative maintenance charges will be added to the option price.

1	926 WHEEL LOADER	\$595.00	\$1,785.00	\$5,355.00	\$5,355.00
	ID: EQ00231716 Serial: K8E02200 Model: 926-14				
	Hours Out: 0.0 Hours Allowed: 8/40/160				
1	SWL FORK	\$0.00	\$0.00	\$0.00	\$0.00
	ID: EQ00239627 Serial: A425ACC21399 Model: 926 60 FK				
1	SWL 926/930/938 BUCKET	\$0.00	\$0.00	\$0.00	\$0.00
	ID: EQ00239626 Serial: A425BBK20136 Model: 926 2.7 BT				

Miscellaneous Items

1	Environmental Charge	Environmental Charge			\$104.42
1	Rental Equipment Protection CRS	Rental Equipment Protection CRS			\$856.80
	Pickup - Our Truck				\$0.00
			Subtotal:		\$6,316.22
			Sales Tax:		\$378.97
			Total:		\$6,695.19

DEF: \$10.00/gallon Surcharge Applied if Not Returned Full
 Fuel: \$9.50/gallon Fuel Surcharge Applied if Not Returned Full.
 Non-Returned Key: \$15 Fee
 Thank you for renting from Boyd CAT.

Payments Received

2/12/2026	Credit Card	\$6,695.19
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2200 S. Kentucky Ave
Corbin, KY 40701
606-528-3140

Bill To: Customer No. C0081787
CONCENTRIC CORP OF AMERICA-CAT CARD
128 DAV LANE
LONDON, KY 40741

Signed By:
Order By: DYLAN BAKER

Rental

Agreement: R161019
Start Date: 2/10/2026
Est. End Date: 2/10/2027

Terms Cod

Jobsite: DAV LANE LONDON KY
Contact: DYLAN BAKER
Phone: 606-682-7217
Email:
128 Dav Ln
London, KY 40741-9657

Written By: Ben Long
Sales Rep: Danny Beavers
PO #:
Location: Cat Rental Store-Corbin

Qty	Description	Day	Week	4 Week	Totals
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Excessive cleaning charges may apply.

*Rentals, sales, and services (collectively, "Transactions") shall be governed by the Company's Terms and Conditions (currently available at www.boydcat.com/terms). **THE TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND THE PARTIES AGREE TO AND INTEND TO BE BOUND BY THE TERMS AS AN INTEGRAL PART OF THEIR AGREEMENT.** A hard copy of the Terms is available upon request sent to TermsAndConditions@boydcat.com or at any Company location. Should successor websites containing the Terms be established, the terms will be available through the Company's website at www.boydcat.com. The Company may amend the Terms WITHOUT NOTICE to you by posting revised Terms, and you agree to be bound by such amended Terms effective at the time of the Transaction. Except as may be expressly provided in the Terms or written agreement signed by the Company, Transactions are made AS IS and WITH ALL FAULTS. The Terms, among other things, require the WAIVER AND LIMITATION OF SUBSTANTIAL LEGAL RIGHTS. By signing below and/or entering into a Transaction, you acknowledge that you have read, understand, accept, and agree to be bound by the Terms.*



2200 S. Kentucky Ave
 Corbin, KY 40701
 606-528-3140

RPO

Agreement: RPO2746

Start Date: 3/4/2025
 Est. End Date: 3/4/2026
 Terms: Cod

Jobsite: GLASGOW KY
 Contact: DYLAN BAKER
 Phone: 606-682-7217
 Email:
 417 W Water St
 Glasgow, KY 42141-1731

Written By: Lane Gregory
 Sales Rep: Danny Beavers
 PO #:
 Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
 CONCENTRIC CORP OF AMERICA-CAT CARD
 128 DAV LANE
 LONDON, KY 40741

Signed By:
 Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
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Rental Items

Projected Sale Date: 2/3/2026
 Selling Price: \$213,213.54
 Rental Purchase Period: 12

1	CS56/CS12 GC/CS13 GC SOIL COMPACTOR	\$633.25	\$1,955.00	\$4,420.00	\$4,420.00
	ID: EQ00217384 Serial: 75300137 Model: CS12				
	Hours Out: 2.6 Hours Allowed: 8/40/160				

Miscellaneous Items

1	Environmental Charge	Environmental Charge			\$86.19
1	Loss Damage Waiver	Loss Damage Waiver			\$663.00
				Subtotal:	\$5,169.19
				Sales Tax:	\$310.15
				Total:	\$5,479.34

GUARANTEED PURCHASE PRICE \$215,752.05. MONTHLY RENTAL RATE \$4,420.00. 0% INTEREST FOR THE FIRST 6 MONTHS, THEN A FIXED RATE OF 9.5% ON THE DECLINING BALANCE THEREAFTER. 100% OF PAID RENT TO APPLY TOWARDS PURCHASE. ESTIMATED PAYOFF AFTER 6 MONTH TERM \$186,693.54, TAXES AND FEES MAY APPLY

DEF: \$10.00/gallon Surcharge Applied if Not Returned Full
 Fuel: \$9.50/gallon Fuel Surcharge Applied if Not Returned Full.
 Non-Returned Key: \$15 Fee
 Thank you for renting from Boyd CAT.

Payments Received

3/6/2025	Credit Card	\$5,479.34
4/2/2025	Credit Card	\$5,479.34
4/30/2025	Credit Card	\$5,479.34
6/4/2025	Credit Card	\$5,479.34
6/26/2025	Credit Card	\$5,479.34
7/23/2025	Credit Card	\$5,479.34
8/22/2025	Credit Card	\$5,479.34



2200 S. Kentucky Ave
Corbin, KY 40701
606-528-3140

RPO

Agreement: RPO2746

Start Date: 3/4/2025

Est. End Date: 3/4/2026

Terms Cod

Jobsite: GLASGOW KY

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
417 W Water St
Glasgow, KY 42141-1731

Written By: Lane Gregory

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
CONCENTRIC CORP OF AMERICA-CAT CARD
128 DAV LANE
LONDON, KY 40741

Signed By:
Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
	10/10/2025	Credit Card			\$5,479.34
	10/31/2025	Credit Card			\$5,479.34
	11/24/2025	Credit Card			\$5,479.34
	12/16/2025	Credit Card			\$5,479.34

Excessive cleaning charges may apply.

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Signature

Date

Print Name



2200 S. Kentucky Ave
 Corbin, KY 40701
 606-528-3140

RPO

Agreement: RPO2738

Start Date: 2/11/2025

Est. End Date: 2/11/2026

Terms Cod

Jobsite: WEST 5TH ST

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
 111 W 5th St
 London, KY 40741-1837

Written By: Lane Gregory

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
 CONCENTRIC CORP OF AMERICA-CAT CARD
 128 DAV LANE
 LONDON, KY 40741

Signed By:
 Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
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Rental Items

Projected Sale Date: 1/13/2026
 Selling Price: \$114,538.89
 Rental Purchase Period: 12

1	275/299 XPS COMPACT TRACK LOADER	\$548.25	\$1,411.00	\$3,490.00	\$3,490.00
	ID: EQ00220001 Serial: P3R05136 Model: 299D3 XPS				
	Hours Out: 2.6 Hours Allowed: 8/40/160				
	Projected Sale Date: 1/13/2026				
	Selling Price: \$0.01				
	Rental Purchase Period: 12				

1	SSL BUCKET	\$0.00	\$0.00	\$0.00	\$0.00
	ID: EQ00220586 Serial: A4249BK21128 Model: SSL 86 BKT				

Miscellaneous Items

1	Environmental Charge	Environmental Charge			\$68.06
1	Loss Damage Waiver	Loss Damage Waiver			\$523.50
				Subtotal:	\$4,081.56
				Sales Tax:	\$244.89
				Total:	\$4,326.45

GUARANTEED PURCHASE PRICE \$114,538.89. MONTHLY RENTAL RATE \$3,490.00. 0% INTEREST FOR THE FIRST 12 MONTHS, THEN A FIXED RATE OF 9.5% ON THE DECLINING BALANCE THEREAFTER. 100% OF PAID RENT TO APPLY TOWARDS PURCHASE. ESTIMATED PAYOFF AFTER 12 MONTH TERM \$72,658.89, TAXES AND FEES MAY APPLY

DEF: \$10.00/gallon Surcharge Applied if Not Returned Full
 Fuel: \$9.50/gallon Fuel Surcharge Applied if Not Returned Full.
 Non-Returned Key: \$15 Fee
 Thank you for renting from Boyd CAT.

Payments Received

2/14/2025	Credit Card				\$4,326.45
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2200 S. Kentucky Ave
 Corbin, KY 40701
 606-528-3140

RPO

Agreement: RPO2738

Start Date: 2/11/2025

Est. End Date: 2/11/2026

Terms Cod

Jobsite: WEST 5TH ST

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
 111 W 5th St
 London, KY 40741-1837

Written By: Lane Gregory

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
 CONCENTRIC CORP OF AMERICA-CAT CARD
 128 DAV LANE
 LONDON, KY 40741

Signed By:
 Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
	3/19/2025	Credit Card			\$4,326.45
	4/15/2025	Credit Card			\$4,326.45
	5/8/2025	Credit Card			\$4,326.45
	6/16/2025	Credit Card			\$4,326.45
	7/8/2025	Credit Card			\$4,326.45
	7/30/2025	Credit Card			\$4,326.45
	9/17/2025	Credit Card			\$4,326.45
	10/10/2025	Credit Card			\$4,326.45
	10/29/2025	Credit Card			\$4,326.45
	11/24/2025	Credit Card			\$4,326.45
	12/17/2025	Credit Card			\$4,326.45

Excessive cleaning charges may apply.

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2200 S. Kentucky Ave
 Corbin, KY 40701
 606-528-3140

RPO

Agreement: RPO2737

Start Date: 2/11/2025

Est. End Date: 2/11/2026

Terms Cod

Jobsite: BARBOURVILLE KY

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
 200 S Main St
 Barbourville, KY 40906

Written By: Lane Gregory

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
 CONCENTRIC CORP OF AMERICA-CAT CARD
 128 DAV LANE
 LONDON, KY 40741

Signed By:
 Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
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Rental Items

Projected Sale Date: 1/13/2026
 Selling Price: \$163,730.72
 Rental Purchase Period: 12

1	308 MINI EXCAVATOR W/THUMB	\$569.50	\$1,615.00	\$3,583.00	\$3,583.00
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ID: EQ00213659 Serial: GG810689 Model: 308-07
 Hours Out: 0.0 Hours Allowed: 8/40/160

Projected Sale Date: 1/13/2026
 Selling Price: \$0.01
 Rental Purchase Period: 12

1	7-9T LINKAGE 307/307.5/308/309 BUCKET	\$0.00	\$0.00	\$0.00	\$0.00
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ID: EQ00216729 Serial: A4243BK22690 Model: 308 24 BT

Projected Sale Date: 1/13/2026
 Selling Price: \$0.01
 Rental Purchase Period: 12

1	MHE QUICK COUPLER	\$0.00	\$0.00	\$0.00	\$0.00
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ID: EQ00216730 Serial: 3020930-32 Model: 308 QK COUPLER

Projected Sale Date: 1/13/2026
 Selling Price: \$0.01
 Rental Purchase Period: 12

1	MHE THUMB	\$0.00	\$0.00	\$0.00	\$0.00
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ID: EQ00216731 Serial: A4244TH20231 Model: 308 THUMB

Miscellaneous Items

1	Environmental Charge	Environmental Charge			\$69.87
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2200 S. Kentucky Ave
 Corbin, KY 40701
 606-528-3140

RPO

Agreement: RPO2737

Start Date: 2/11/2025

Est. End Date: 2/11/2026

Terms Cod

Jobsite: BARBOURVILLE KY

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
 200 S Main St
 Barbourville, KY 40906

Written By: Lane Gregory

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
 CONCENTRIC CORP OF AMERICA-CAT CARD
 128 DAV LANE
 LONDON, KY 40741

Signed By:
 Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
1	Loss Damage Waiver	Loss Damage Waiver			\$537.45
			Subtotal:		\$4,190.32
			Sales Tax:		\$251.42
			Total:		\$4,441.74

GUARANTEED PURCHASE PRICE \$163,730.72. MONTHLY RENTAL RATE \$3,583.00. 0% INTEREST FOR THE FIRST 12 MONTHS, THEN A FIXED RATE OF 9.5% ON THE DECLINING BALANCE THEREAFTER. 100% OF PAID RENT TO APPLY TOWARDS PURCHASE. ESTIMATED PAYOFF AFTER 12 MONTH TERM \$120,734.72, TAXES AND FEES MAY APPLY

DEF: \$10.00/gallon Surcharge Applied if Not Returned Full
 Fuel: \$9.50/gallon Fuel Surcharge Applied if Not Returned Full.
 Non-Returned Key: \$15 Fee
 Thank you for renting from Boyd CAT.

Payments Received

2/14/2025	Credit Card	\$4,441.74
3/19/2025	Credit Card	\$4,441.74
4/15/2025	Credit Card	\$4,441.74
5/8/2025	Credit Card	\$4,441.74
6/16/2025	Credit Card	\$4,441.74
7/8/2025	Credit Card	\$4,441.74
7/30/2025	Credit Card	\$4,441.74
9/16/2025	Credit Card	\$4,441.74
10/10/2025	Credit Card	\$4,441.74
10/31/2025	Credit Card	\$4,441.74
11/24/2025	Credit Card	\$4,441.74
12/17/2025	Credit Card	\$4,441.74



2200 S. Kentucky Ave
Corbin, KY 40701
606-528-3140

Bill To: Customer No. C0081787
CONCENTRIC CORP OF AMERICA-CAT CARD
128 DAV LANE
LONDON, KY 40741

Signed By:
Order By: DYLAN BAKER

RPO

Agreement: RPO2737

Start Date: 2/11/2025

Est. End Date: 2/11/2026

Terms: Cod

Jobsite: BARBOURVILLE KY

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
200 S Main St
Barbourville, KY 40906

Written By: Lane Gregory

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Qty	Description	Day	Week	4 Week	Totals
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Excessive cleaning charges may apply.

*Rentals, sales, and services (collectively, "Transactions") shall be governed by the Company's Terms and Conditions (currently available at www.boydcat.com/terms). **THE TERMS ARE HEREBY INCORPORATED BY REFERENCE INTO THIS DOCUMENT AND THE PARTIES AGREE TO AND INTEND TO BE BOUND BY THE TERMS AS AN INTEGRAL PART OF THEIR AGREEMENT.** A hard copy of the Terms is available upon request sent to TermsAndConditions@boydcat.com or at any Company location. Should successor websites containing the Terms be established, the terms will be available through the Company's website at www.boydcat.com. The Company may amend the Terms WITHOUT NOTICE to you by posting revised Terms, and you agree to be bound by such amended Terms effective at the time of the Transaction. Except as may be expressly provided in the Terms or written agreement signed by the Company, Transactions are made AS IS and WITH ALL FAULTS. The Terms, among other things, require the WAIVER AND LIMITATION OF SUBSTANTIAL LEGAL RIGHTS. By signing below and/or entering into a Transaction, you acknowledge that you have read, understand, accept, and agree to be bound by the Terms.*

Signature

Date

Print Name



2200 S. Kentucky Ave
 Corbin, KY 40701
 606-528-3140

Rental

Agreement: R136433

Start Date: 2/11/2025

Est. End Date: 1/13/2026

Terms: Cod

Jobsite: GLASGOW KY

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
 417 W Water St
 Glasgow, KY 42141-1731

Written By: Sam Howard

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
 CONCENTRIC CORP OF AMERICA-CAT CARD
 128 DAV LANE
 LONDON, KY 40741

Signed By:
 Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
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Rental Items

1	D4/D6K LGP DOZER	\$969.00	\$2,470.00	\$6,962.00	\$6,962.00
	ID: EQ00207390	Serial: RLT10377	Model: D4-16LGPVP		
	Hours Out: 718.0	Hours Allowed: 8/40/160			

Miscellaneous Items

1	Environmental Charge	Environmental Charge			\$135.76
1	Rental Equipment Protection CRS	Rental Equipment Protection CRS			\$1,113.92
	Pickup - Outside Haul				\$1,075.00
				Subtotal:	\$9,286.68
				Sales Tax:	\$557.20
				Total:	\$9,843.88

DEF: \$10.00/gallon Surcharge Applied if Not Returned Full
 Fuel: \$9.50/gallon Fuel Surcharge Applied if Not Returned Full.
 Non-Returned Key: \$15 Fee
 Thank you for renting from Boyd CAT.

Payments Received

2/10/2025	Credit Card	\$5,340.99
2/21/2025	Credit Card	\$3,061.98
2/27/2025	Credit Card	\$2,506.61
3/19/2025	Credit Card	\$8,630.58
4/10/2025	Credit Card	\$8,630.58
5/6/2025	Credit Card	\$8,630.58
6/4/2025	Credit Card	\$8,630.58
7/7/2025	Credit Card	\$8,630.58
7/29/2025	Credit Card	\$8,630.58
8/27/2025	Credit Card	\$8,630.58
9/23/2025	Credit Card	\$8,704.38



2200 S. Kentucky Ave
Corbin, KY 40701
606-528-3140

Rental

Agreement: R136433

Start Date: 2/11/2025

Est. End Date: 1/13/2026

Terms Cod

Jobsite: GLASGOW KY

Contact: DYLAN BAKER

Phone: 606-682-7217

Email:
417 W Water St
Glasgow, KY 42141-1731

Written By: Sam Howard

Sales Rep: Danny Beavers

PO #:

Location: Cat Rental Store-Corbin

Bill To: Customer No. C0081787
CONCENTRIC CORP OF AMERICA-CAT CARD
128 DAV LANE
LONDON, KY 40741

Signed By:
Order By: DYLAN BAKER

Qty	Description	Day	Week	4 Week	Totals
	10/21/2025	Credit Card			\$8,704.38
	11/18/2025	Credit Card			\$8,704.38
	12/16/2025	Credit Card			\$8,704.38

Excessive cleaning charges may apply.

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Signature

Date

Print Name

PURCHASE OPTION SCHEDULE

This Purchase Option Schedule (this “**Schedule**”) is made as of the 11th day of February, 2026, by and between R&M Equipment Rental, LLC a Missouri limited liability company; as designated in the signature block below (“**R&M EQUIPMENT RENTAL, LLC**”) and TRUCKGO LLC (“**Customer**”) and is entered into in connection with that certain Rental Out Schedule executed by Customer dated February 13th, 2026 (Customer Contract #'s and referred to herein as the "**Rental Out**"). This Schedule and the Rental Out are entered into in connection with that certain Master Agreement for Periodic Rent of Equipment between R&M EQUIPMENT RENTAL, LLC and Customer (the "**Master Rental Agreement**") and the transactions contemplated hereby are governed by the Master Rental Agreement.

1. Guaranteed Minimum Rental Payments. Customer agrees that it will be responsible for no less than **[12 (twelve)]** rental payments (the “**Guaranteed Minimum Rental Payments**”) at the “4 Week” rate (**\$4,000.00**) (per unit) for the equipment set forth in the Rental Out. If Customer returns the Equipment prior to payment of the Guaranteed Minimum Rental Payments, the remaining Guaranteed Minimum Rental Payments for the Equipment shall be immediately due and payable.

2. Purchase Option. Customer shall have a purchase option (“**Purchase Option**”) for the Equipment at any time prior to the earlier of (i) the return of the Equipment, (ii) the occurrence of any default under the Master Rental Agreement, the Rental Out or this Schedule, or (iii) the issuance of a termination number in accordance with the Rental Out. The Option Price (the “**Option Price**”) to exercise the Purchase Option for the Equipment is as follows:

- During the first twelve 4 Week Rate Payments, \$180,495.00 less the rental credit as outlined in Section 3 below.

3. Rental Credit. Customer shall receive credit against the Option Price for each payment made within thirty (30) days of R&M EQUIPMENT RENTAL, LLC’s invoice date¹ equal to the applicable percentage of the Rate as follows:

- For the first twelve 4 Week Rate Payments (“**Year 1**”): Credit equals **[70%]** of the 4 Week Rate Payment
- For the twelve 4 Week Rate Payments following Year 1 (“**Year 2**”): Credit equals **[65%]** of the 4 Week Rate Payment
- For any 4 Week Rate Payment following Year 2 (“**Year 3**”): Credit equals **[60%]** of the 4 Week Rate Payment

Customer *will not* receive credit for invoices paid after 30 days of invoice date or if Customer is in default with respect to any of its obligations under the Master Rental Agreement, the Rental

¹ Each payment by Customer will be applied to R&M EQUIPMENT RENTAL, LLC’s oldest outstanding invoice related to the Equipment.

Out of this Schedule. Such credits reduce the Option Price due and payable upon Customer's exercise of the Purchase Option.

Customer is responsible for performing all maintenance in accordance with the Master Rental Agreement. Customer is responsible for damages incurred because of negligence to perform appropriate maintenance. The Option Price will increase by any amounts Customer owes with respect to the Equipment, including without limitation to the following: (i) repairs and maintenance R&M EQUIPMENT RENTAL, LLC performs, not specifically covered by warranty, (ii) service charges on past due rental invoices, (iii) past due or interim rent (iv) outstanding charges or costs related to license tags, permits, and personal property taxes and (v) all damages. _____ CD _____ *Customer initial here*

3. Termination. R&M EQUIPMENT RENTAL, LLC may terminate this Schedule and that Purchase Option with respect to the Equipment identified above if: (a) Customer fails to satisfy any of its duties or obligations under the Master Rental Agreement, the Rental Out or this Schedule; (b) Customer fails to make timely payment of rent or other obligations when due in accordance with the Master Rental Agreement, the Rental Out or this Schedule; (c) Customer fails to secure and maintain insurance, as set forth in the Master Rental Agreement; (d) Customer or any guarantor becomes insolvent by reason of an inability to pay debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to any proceeding in bankruptcy; or (e) Customer fails to comply with applicable laws, industry standards, or manufacturer's specifications; or (f) Customer attempts to or does assign, sublease, or transfer any right or interest in the Master Rental Agreement, the Rental Out or this Schedule or the Equipment without first obtaining R&M EQUIPMENT RENTAL, LLC's written consent; provided, however; in no event will R&M EQUIPMENT RENTAL, LLC's termination of this Schedule or the Purchase Option in any way terminate or otherwise affect Customer's obligation to make the Guaranteed Minimum Rental Payments in accordance with Section 1 above.

4. Purchase Option Exercise. To exercise the Purchase Option set forth in Section 2 above, Customer shall notify R&M EQUIPMENT RENTAL, LLC of Customer's intent to purchase the Equipment on a specified date by giving notice to Customer's assigned sales representative or sales manager. R&M EQUIPMENT RENTAL, LLC will produce an invoice with the calculation of the Option Price based on the adjustments set forth in this Purchase Option Agreement, which will include an expiration date for payment of the Option Price. If payment is received on or before such expiration date, R&M EQUIPMENT RENTAL, LLC will transfer ownership of the Equipment to Customer. If payment is received after such expiration date, additional charges may be incurred and must be paid before R&M EQUIPMENT RENTAL, LLC transfers ownership.

5. Full Force and Effect. Except as expressly set forth herein, all provisions of the Master Rental Agreement shall remain unchanged and in full force and effect.

6. Counterparts. This Purchase Option Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

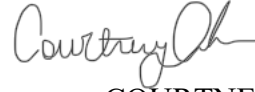
IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized representative to execute this Purchase Option Agreement as of the date first above written.

R&M EQUIPMENT RENTAL, LLC

By: _____

Title: PRESIDENT

Dated: ____ / ____ / ____



Customer:

By: COURTNEY DEATON

Title: COO

Dated: 02 / 13 / 2026



RENTAL AGREEMENT

RENTAL AGREEMENT 789-102369

CUSTOMER NUMBER 789-100323

Customer Details

Truck Go

London, Kentucky, 40741

(111) 111-1111

US DOT

MC/CVOR #

PO #

Rental Unit Details

Vehicle # **789-5564** License Plate #

VIN **1NKZX4TX1SJ122400**

Type **Dump Truck**

Weight Limit (GVW/GCW) **0**

Fuel Out **8/8** Fuel In

DEF Out **8/8** DEF In

Odometer Out **605** Odometer In

Hours Out Hours In

Driver Details

Name

DOB ****/**/******

License #

State

Exp.Date

Class

Agreement Details

Rental Type **Pure Rental**

Lease Unit #

Date Due Back **1/2/2026** Time Due Back **05:00 PM CT**

Date Out **1/20/2025** Time Out **08:00 AM CT**

Date In

Time In

Days Used

Terms

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Transaction Details

	Rate	Quantity	Amount
Daily Rate @	\$300.00	4	\$1,200.00
Weekly Rate @	\$1,500.00	2	\$3,000.00
Monthly Rate @	\$6,500.00	11	\$71,500.00
Mileage Rate @	\$0.00	10,000	\$0.00
Hourly Rate @			
SUB TOTAL			\$75,700.00
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Liability @			CP
Physical Damage @			CP

Comments

Insurance Details

Customer to furnish liability insurance as specified in paragraph 5(b)

Customer to furnish physical damage insurance as specified in paragraph 5(d)

Non Hazardous Material

CUSTOMER SIGNATURE: _____ DATE: **1/20/2025**

RENTED BY : Graham Duncan CHECKED IN BY : _____

Truckworx PacLease
2220 Finley Boulevard
Birmingham, AL 35234
(205) 326-6170

Hours of Operation

Mon-Fri : 08:00 AM CT - 05:00 PM CT

Saturday: Closed

Sunday: Closed

**PACCENTRAL 24 HOUR
EMERGENCY SERVICE**
1-800-759-2979

COMPANY RENTS THE VEHICLE DESCRIBED IN THIS AGREEMENT TO CUSTOMER ("RENTER") SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Prohibited Uses.** Renter agrees the Vehicle will not be operated or used:

- (a) By any person under the age of 21, unless a federal, state, or provincial law prohibits the setting of an age requirement.
- (b) By any person who is not a qualified and licensed driver.
- (c) By any person who has obtained authority to operate the Vehicle by fraud or misrepresentation; whose license has been suspended or revoked within the last three (3) years; or who has been convicted of a major traffic violation (excluding parking violations), including but not limited to careless or reckless driving or driving while under the influence of alcohol, drugs or other intoxicants within the prior three (3) years.
- (d) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive.
- (e) In excess of applicable speed limit; in a reckless or abusive manner; in a race or speed contest; or for any illegal purpose.
- (f) Outside the scope of the driver's employment or outside the usual course of Renter's business.
- (g) When the Vehicle is loaded in excess of its maximum rated capacity; when the cargo is improperly loaded or secured; or when the Vehicle is used to transport persons other than in the passenger compartment.
- (h) To transport hazardous materials as defined by law, unless authorized in writing by the Company.
- (i) To transport any car, truck, animal, or human being inside the cargo section of the vehicle.
- (j) In any area where there is not sufficient height or width clearance or which is not paved.
- (k) In any unsafe, reckless, or grossly negligent manner.

A PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND MAKES THE VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY THE COMPANY. PROHIBITED USES MAY ALSO VOID ANY APPLICABLE INSURANCE COVERAGE.

2. **Authorized Driver(s).** The Vehicle may only be driven by licensed and qualified drivers who operate the Vehicle in accordance with the terms of this Agreement.

3. **Renter's Representations and Obligations.** Renter acknowledges and agrees:

- (a) The Vehicle is owned by the Company or PACCAR Leasing Company ("PLC").
- (b) The Vehicle has been inspected by the Renter and is received in good condition.
- (c) Renter will not perform any repairs, adjustments, or replacement of any parts on the Vehicle without the Company's written consent.
- (d) The Vehicle will at all times be operated under the Renter's exclusive possession and control and only in a lawful manner in connection with present business of Renter.
- (e) Renter and Renter's drivers are not employees or agents of the Company or PLC.
- (f) Renter will pay any special license or tax required by the business of Renter, including without limitation such licenses, taxes, fines, or tolls imposed against Renter arising out of the operation of the Vehicle. Renter further agrees to file, or assist the Company in the filing of, any and all returns or reports required by any governmental authority as a result of Renter's use or operation of the Vehicle.
- (g) To conduct pre- and post-trip inspections of the Vehicle and notify Company of any Vehicle issues. Renter agrees that neither Company nor PLC will be liable for any FMCSA violations or citations for which Company and PLC were not provided notice..
- (h) To complete at the Company's request at the end of each trip a report in a format which permits the Company to comply with licensing and fuel tax reporting obligations. RENTER AGREES TO REIMBURSE THE COMPANY FOR ANY FINES OR COSTS RESULTING FROM RENTER'S INACCURATE OR INCOMPLETE TRIP REPORTS.
- (i) Fuel is not included in the cost of the rental. Renter is responsible for returning the Vehicle with a full tank. If Renter does not refuel the Vehicle prior to return, Renter will pay refueling service charges plus the cost of fuel (which may be more than retail fuel prices). Renter also is responsible for any fuel permits ordered during the term of this Agreement.
- (j) To refrain from tampering or disabling any telematics device. Renter is responsible for the full replacement cost for any loss or damage to the device. All hardware, software, and data will remain the property of PLC.
- (k) Renter shall be responsible for all damage to the Vehicle, including but not limited to cracked or broken glass, tires, and breakdowns. Renter will pay all costs to repair any damage. In cases where a tire cannot be repaired, Renter shall pay the replacement cost of the tire casing and remaining tread.
- (l) Renter has not, and does not, by this Agreement acquire any

proprietary rights or interest in the Vehicle, and Renter may not create or suffer to exist any security interest or lien upon the Vehicle. Renter shall give the Company and PLC immediate notice of such attachment or claim.

(m) Renter is responsible for compliance with federal, state, and local laws and regulations

4. **Payment.** Renter agrees to pay Company all rental and other charges set forth in this Agreement covering the Vehicle(s) without deduction or set-off. Rental charges as stated in this Agreement shall not abate but shall continue in full force and effect whether the Vehicle is inoperable, is lost or stolen, is in a state of disrepair, or is otherwise disabled for any reason. All charges shall be paid at the time of the transaction or within seven (7) days of invoice. Renter agrees to pay a late charge of 1 1/2 percent per month or the maximum legally permissible amount on each billing not to exceed 1 1/2 percent per month for all sums not paid as provided herein. Renter agrees to pay all costs of collection incurred by Company or PLC, including reasonable attorney's fees.

5. **Insurance.** Renter agrees to maintain insurance coverage during the term of this Agreement as follows:

- (a) If Renter purchases insurance coverage offered through the Allen Insurance Group, the Vehicle will be covered by an automobile liability and/or property damage insurance policy issued by Wesco Insurance Company, a copy of which is available for inspection upon request from the Company. RENTER AGREES TO COMPLY WITH AND BE BOUND BY ALL TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY, WHICH ARE INCORPORATED BY REFERENCE HEREIN. The insurance coverage shall not exceed \$1,000,000 combined single limit for both bodily injury and property damage. Coverage is excluded for property owned by or in the possession of the Renter or for any injuries of any nature whatsoever to Renter, Renter's agents, employees, guests, members of Renter's household or other occupants of the Vehicle. Additional exclusions apply and breach of this Agreement may void insurance coverage. The Company is not an insurance broker and does not warrant that the insurance coverage offered is sufficient to protect Renter from liabilities that might arise. Renter is free to purchase additional insurance as may be determined necessary.
- (b) If Renter declines liability insurance coverage offered through the Allen Insurance Group, Renter shall, at its sole cost and expense, maintain an automobile liability insurance policy with bodily injury and property damage liability limits of not less than \$1,000,000 combined single limit on a primary and not excess or contributory basis covering its liability for damages as a result of the maintenance, use, operation, storage, or transportation of the Vehicle. The insurance will be maintained with insurers licensed and authorized to do business in the states in which the Vehicle will be operated and with an "A.M. Best" rating of not less than B+ VII. The Company and PLC must be named as additional insureds without liability for premiums. The insurance must provide for prompt written notice to the Company and PLC of any failure to pay a premium and for at least thirty (30) days' prior written notice of cancellation or non-renewal of the policy and of any material change in or to the coverage. Renter shall furnish the Company with a certificate issued by the insurer or a licensed insurance broker confirming the required insurance coverage is maintained and in full force and effect.
- (c) If Renter accepts physical damage insurance coverage offered by the Allen Insurance Group, Renter's liability for physical damage to the Vehicle shall be limited to the amount shown as the deductible in this Agreement.
- (d) If Renter declines physical damage insurance coverage offered by the Company, Renter or Renter's insurer, as applicable, shall be liable for all loss or damage to the Vehicle.

6. **Indemnity.** RENTER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND PLC FROM AND AGAINST THE FOLLOWING:

- (a) ANY CLAIM OR CAUSE OF ACTION FOR DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR CAUSED BY RENTER'S POSSESSION, USE, OR MAINTENANCE OF THE VEHICLE, AND ANY SUCH CLAIM OR CAUSE OF ACTION WHICH THE OWNER OF THE VEHICLE MAY BE REQUIRED TO PAY AS A RESULT OF ANY STATUTORY MINIMUM FINANCIAL RESPONSIBILITY OBLIGATIONS.
- (b) ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCURRED BY THE COMPANY AND/OR PLC BECAUSE OF INJURY OR DAMAGE SUSTAINED BY ANY OCCUPANT, EITHER AUTHORIZED OR UNAUTHORIZED, OF SAID VEHICLE, INCLUDING WITHOUT LIMITATION RENTER, RENTER'S EMPLOYEES, AGENTS OR REPRESENTATIVES AND LOSS OR DAMAGE TO ANY CARGO OR OTHER PROPERTY IN OR CARRIED BY THE VEHICLE, INCLUDING CONSEQUENTIAL DAMAGES, AND FOR ANY LOSS OR DAMAGE TO ANY OTHER PROPERTY OF RENTER, ITS AGENTS OR EMPLOYEES, LEFT IN OR ON THE VEHICLE AT ANY TIME OR PLACE.
- (c) ALL LOSS, DAMAGE, COST AND EXPENSE RESULTING FROM RENTER'S VIOLATION OF THIS AGREEMENT.
- (d) ANY AND ALL FINES, FEES, EXPENSES, PENALTIES, AND COSTS OF ANY KIND INCURRED BY THE COMPANY AND/OR PLC IF RENTER TAKES A VEHICLE INTO CALIFORNIA IN BREACH OF THIS AGREEMENT.
- (e) RENTER'S INDEMNITY OBLIGATIONS SHALL SURVIVE EXPIRATION

Truckworx PacLease

2220 Finley Boulevard

Birmingham, AL 35234

(205) 326-6170

Hours of Operation

Mon-Fri : 08:00 AM CT - 05:00 PM CT

Saturday: Closed

Sunday: Closed

**PACCENTRAL 24 HOUR
EMERGENCY SERVICE**

1-800-759-2979

OR TERMINATION OF THIS AGREEMENT.

7. Renter's Liability. Renter understands and agrees it shall be liable for:

- (a) All loss or damage to the Vehicle occurring during the rental period. In the event the Vehicle is lost or destroyed, the amount owed shall be the greater of the encumbered value of the Vehicle or the actual cash value.
- (b) All damage to the Vehicle and related expenses caused by: (1) Renter's breach of this Agreement; (2) Renter's failure to maintain adequate fluids, oil, coolant, DEF, and water levels in the Vehicle; (3) failure to properly and timely perform the regeneration process of the diesel particulate filter; and (4) Renter's neglect of any necessary service, maintenance, or repairs of the Vehicle, subject to first obtaining authorization from the Company or such work.
- (c) All loss or damage to the Vehicle if it is used, operated, or driven in violation of this Agreement, or if the loss or damage results from collision with any other vehicle or object or collision with any structure because of insufficient height or width clearance.
- (d) The value of all tires, tools, and accessories lost or stolen from the Vehicle.
- (e) The fixed portion of the rental charge when the Vehicle is out of service due to an accident or misuse.
- (f) All damages resulting from excessive or improper loading of the Vehicle.
- (g) All damages resulting from operating the Vehicle off a public road, including wrecker charges to extricate the Vehicle.
- (h) All fines or penalties, including forfeiture or seizure, resulting from renter's use of the Vehicle.

8. Accidents. Renter must immediately notify the Company of any accident, loss of, or damage to the Vehicle and shall promptly deliver to the Company any document received by Customer related to any claim or lawsuit. Renter shall cooperate with the Company and its insurer in the investigation and defense of any claim or suit.

9. Extended Rental. If the rental period is extended, Renter agrees to pay the Company, on demand, the following:

- (a) Mileage charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (b) Service and time charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (c) Any other amounts due hereunder.

10. Default. If Renter fails to pay promptly any rental payment or other amounts owing when due and such failure continues to remain uncured for a period of seven (7) days after receiving a Notice to Cure or fails to furnish and pay the charges for insurance provided in Section 4 or if any proceeding or case is instituted by or against Renter under any provisions of the U.S. Bankruptcy Code or any state insolvency law or for the appointment of a receiver, or if Renter makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the Uniform Commercial Code, or if Customer breaches any material provision of this Agreement, or if in any proceeding in which Renter is involved any execution, writ, or process is obtained where the Vehicle(s) may be taken or confiscated, then Renter shall be in default under this Agreement. In the event of any such default, the Company and/or PLC shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any such remedy, including but not limited to termination of this Agreement and repossession of the Vehicle(s), and Renter shall be liable for all costs and expenses incurred by Company in pursuing such remedies, including reasonable attorney's fees.

11. Return of Vehicle. Renter agrees to return the Vehicle to the Company at the location and before the time specified in this Agreement, unless otherwise agreed in writing by the parties. If no time is specified for return of the Vehicle, Renter will return the Vehicle no later than seven (7) days after the Vehicle is rented. Vehicle shall be returned in the same condition as rented, normal wear and tear excepted.

12. Inspection and Repossession. Upon reasonable notice, the Company lawfully may inspect the Vehicle at any time during the rental term. Renter agrees that Company may download diagnostic and ECM data.

13. Subletting. Assignment of this Agreement and/or Subletting or re-letting the Vehicle is prohibited and voids this Agreement.

14. FLORIDA. Florida regulations require that Renter acknowledge and agree that the Company or PLC may file consolidated fuel tax returns on behalf of its customers which may include the operations of Vehicles rented to Renter under a PacLease Rental Agreement which may, from time to time, travel into and through the state of Florida, and that Company or PLC will be responsible for the fuel tax on the gallons of fuel consumed over Florida highways by vehicles rented to Renter under a PacLease Rental Agreement, and for registering with the Florida Department of Highway Safety and Motor Vehicles, securing Florida -fuel tax identification devices/ decals, reporting fuel used, reporting miles traveled, and remitting the total tax accrued to the Florida Department of Highway Safety and Motor Vehicles, subject to the provision of this Section, and that Company or PLC may receive fuel use tax refunds as a result of fuel tax

overpayments in the State of Florida. Renter further acknowledges and agrees that all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicles become the property of Company or PLC. If the Renter fails to provide all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle on a regular weekly basis, or at the end of the rental period, whichever comes first, Renter will be held responsible for any fines or cost resulting from Renter's failure to provide Company or PLC with proper trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle.

15. CALIFORNIA. Renter understands that when using a heavy-duty tractor to pull a 53-foot or longer box- type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 95311, Title 17, California Code of Regulations, and that it is the responsibility of Renter to ensure the tractor and trailer are compliant. The regulations may require the tractor and trailer to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies compliant prior to current or future use in California, or may entirely prohibit use of the tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay tractor. Renter is solely responsible for compliance with all laws and regulations if operating within California. Renter acknowledges that vehicles rented outside of the state of California may not be compliant with all California Air Resources Board (CARB) requirements. Renter acknowledges and agrees that the Company is the "Fleet owner" (as that term is defined in CARB's proposed Advanced Clean Fleet regulation, or any similar regulation that mirrors or replaces it) of all Vehicles, regardless of the location of the Vehicles.

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- (a) each Vehicle may be equipped with a GPS device that is owned by PacLease ("GPS Device");
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- (d) PacLease may, subject to applicable law, use the Vehicle Data to, among things: (i) monitor Vehicle performance and detect issues; (ii) repair and maintain the Vehicle; and (iii) communicate with Customer regarding its account with PacLease; (iv) enforce the Lease; and (v) comply with court orders and subpoenas. Customer agrees that it will not, or authorize any third party to, alter, disconnect, tamper with or remove the GPS Device from any Vehicle .

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- (b) No right of the Company under this Agreement may be waived except in writing by an authorized representative of the Company.
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- (d) Renter acknowledges that Company is not the manufacturer of the Vehicle and that Company MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE WORKMANSHIP, DESIGN OR CONDITION OF THE VEHICLE, THE MERCHANTABILITY OF THE VEHICLE, OR ITS FITNESS FOR A PARTICULAR PURPOSE.
- (e) NEITHER THE COMPANY NOR PLC SHALL HAVE LIABILITY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF RENTER'S POSSESSION, USE, MAINTENANCE, STORAGE OR OPERATION OF THIS VEHICLE.
- (f) This Agreement remains effective until Renter performs all obligations, including but not limited to payment of all amounts due and return of Vehicle to the Company.

(g) Customer agrees that evidence of insurance provided by Renter to Company may be shared by Company with PacLease franchisees.

(h) Renter agrees that his/her electronic signature is the legally binding equivalent to Renter's handwritten signature and that it has the same validity and meaning as Renter's handwritten signature.

(i) This Agreement contains the entire agreement between Renter and the Company. Time is of the essence. It is agreed that these terms are contractual and have not and cannot be altered, except by written addendum or amendment properly executed by the parties.

(j) The parties agree that this Agreement shall be governed in all respects by the laws of the state of the Company's domicile ("State"), as those laws apply to agreements entered and to be performed entirely within the State between the State's residents, without regard to conflict of law provisions. Renter agrees that all claims, suits, actions and proceedings involving interpretation, construction or enforcement of this agreement, whether sounding in contract, tort, or otherwise, must be brought exclusively in and resolved by a court located in the county of the Company's domicile (the "County"). Renter for itself and its executors, administrators, heirs, insurers, successors and assigns, hereby consents and subjects itself to the jurisdiction of the courts located within the County. The parties acknowledge that the transaction which is the subject matter of this Agreement bears a reasonable relation to the State, and this Agreement shall be deemed to have been executed in the State.

Truckworx PacLease

2220 Finley Boulevard

Birmingham, AL 35234

(205) 326-6170

Hours of Operation

Mon-Fri : 08:00 AM CT - 05:00 PM CT

Saturday: Closed

Sunday: Closed

**PACCENTRAL 24 HOUR
EMERGENCY SERVICE**

1-800-759-2979



RENTAL AGREEMENT 789-102367

CUSTOMER NUMBER 789-100323

Customer Details

Truck Go

London, Kentucky, 40741

(111) 111-1111

US DOT

MC/CVOR #

PO #

Rental Unit Details

Vehicle #	789-5560	License Plate #	
VIN	1NKZX4TX3SJ122396		
Type	Dump Truck		
Weight Limit (GVW/GCW)	0		
Fuel Out	7/8	Fuel In	
DEF Out	8/8	DEF In	
Odometer Out	761	Odometer In	
Hours Out		Hours In	

Driver Details

Name
 DOB ****/**/******
 License #
 State
 Exp.Date
 Class

Agreement Details

Rental Type **Pure Rental**
 Lease Unit #
 Date Due Back **1/2/2026** Time Due Back **06:00 PM CT**
 Date Out **1/20/2025** Time Out **08:00 AM CT**
 Date In
 Time In
 Days Used

Terms

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Comments

Insurance Details

Customer to furnish liability insurance as specified in paragraph 5(b)
 Customer to furnish physical damage insurance as specified in paragraph 5(d)

Transaction Details

	Rate	Quantity	Amount
Daily Rate @	\$300.00	4	\$1,200.00
Weekly Rate @	\$1,500.00	2	\$3,000.00
Monthly Rate @	\$6,500.00	11	\$71,500.00
Mileage Rate @	\$0.00	10,000	\$0.00
Hourly Rate @			
		SUB TOTAL	\$75,700.00
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Liability @			CP
Physical Damage @			CP

Non Hazardous Material

CUSTOMER SIGNATURE: _____ DATE: **1/20/2025**
 RENTED BY : **Graham Duncan** CHECKED IN BY : _____

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 EMERGENCY SERVICE**
 1-800-759-2979

COMPANY RENTS THE VEHICLE DESCRIBED IN THIS AGREEMENT TO CUSTOMER ("RENTER") SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Prohibited Uses.** Renter agrees the Vehicle will not be operated or used:

- (a) By any person under the age of 21, unless a federal, state, or provincial law prohibits the setting of an age requirement.
- (b) By any person who is not a qualified and licensed driver.
- (c) By any person who has obtained authority to operate the Vehicle by fraud or misrepresentation; whose license has been suspended or revoked within the last three (3) years; or who has been convicted of a major traffic violation (excluding parking violations), including but not limited to careless or reckless driving or driving while under the influence of alcohol, drugs or other intoxicants within the prior three (3) years.
- (d) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive.
- (e) In excess of applicable speed limit; in a reckless or abusive manner; in a race or speed contest; or for any illegal purpose.
- (f) Outside the scope of the driver's employment or outside the usual course of Renter's business.
- (g) When the Vehicle is loaded in excess of its maximum rated capacity; when the cargo is improperly loaded or secured; or when the Vehicle is used to transport persons other than in the passenger compartment.
- (h) To transport hazardous materials as defined by law, unless authorized in writing by the Company.
- (i) To transport any car, truck, animal, or human being inside the cargo section of the vehicle.
- (j) In any area where there is not sufficient height or width clearance or which is not paved.
- (k) In any unsafe, reckless, or grossly negligent manner.

A PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND MAKES THE VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY THE COMPANY. PROHIBITED USES MAY ALSO VOID ANY APPLICABLE INSURANCE COVERAGE.

2. **Authorized Driver(s).** The Vehicle may only be driven by licensed and qualified drivers who operate the Vehicle in accordance with the terms of this Agreement.

3. **Renter's Representations and Obligations.** Renter acknowledges and agrees:

- (a) The Vehicle is owned by the Company or PACCAR Leasing Company ("PLC").
- (b) The Vehicle has been inspected by the Renter and is received in good condition.
- (c) Renter will not perform any repairs, adjustments, or replacement of any parts on the Vehicle without the Company's written consent.
- (d) The Vehicle will at all times be operated under the Renter's exclusive possession and control and only in a lawful manner in connection with present business of Renter.
- (e) Renter and Renter's drivers are not employees or agents of the Company or PLC.
- (f) Renter will pay any special license or tax required by the business of Renter, including without limitation such licenses, taxes, fines, or tolls imposed against Renter arising out of the operation of the Vehicle. Renter further agrees to file, or assist the Company in the filing of, any and all returns or reports required by any governmental authority as a result of Renter's use or operation of the Vehicle.
- (g) To conduct pre- and post-trip inspections of the Vehicle and notify Company of any Vehicle issues. Renter agrees that neither Company nor PLC will be liable for any FMCSA violations or citations for which Company and PLC were not provided notice..
- (h) To complete at the Company's request at the end of each trip a report in a format which permits the Company to comply with licensing and fuel tax reporting obligations. RENTER AGREES TO REIMBURSE THE COMPANY FOR ANY FINES OR COSTS RESULTING FROM RENTER'S INACCURATE OR INCOMPLETE TRIP REPORTS.
- (i) Fuel is not included in the cost of the rental. Renter is responsible for returning the Vehicle with a full tank. If Renter does not refuel the Vehicle prior to return, Renter will pay refueling service charges plus the cost of fuel (which may be more than retail fuel prices). Renter also is responsible for any fuel permits ordered during the term of this Agreement.
- (j) To refrain from tampering or disabling any telematics device. Renter is responsible for the full replacement cost for any loss or damage to the device. All hardware, software, and data will remain the property of PLC.
- (k) Renter shall be responsible for all damage to the Vehicle, including but not limited to cracked or broken glass, tires, and breakdowns. Renter will pay all costs to repair any damage. In cases where a tire cannot be repaired, Renter shall pay the replacement cost of the tire casing and remaining tread.
- (l) Renter has not, and does not, by this Agreement acquire any

proprietary rights or interest in the Vehicle, and Renter may not create or suffer to exist any security interest or lien upon the Vehicle. Renter shall give the Company and PLC immediate notice of such attachment or claim.

(m) Renter is responsible for compliance with federal, state, and local laws and regulations

4. **Payment.** Renter agrees to pay Company all rental and other charges set forth in this Agreement covering the Vehicle(s) without deduction or set-off. Rental charges as stated in this Agreement shall not abate but shall continue in full force and effect whether the Vehicle is inoperable, is lost or stolen, is in a state of disrepair, or is otherwise disabled for any reason. All charges shall be paid at the time of the transaction or within seven (7) days of invoice. Renter agrees to pay a late charge of 1 1/2 percent per month or the maximum legally permissible amount on each billing not to exceed 1 1/2 percent per month for all sums not paid as provided herein. Renter agrees to pay all costs of collection incurred by Company or PLC, including reasonable attorney's fees.

5. **Insurance.** Renter agrees to maintain insurance coverage during the term of this Agreement as follows:

- (a) If Renter purchases insurance coverage offered through the Allen Insurance Group, the Vehicle will be covered by an automobile liability and/or property damage insurance policy issued by Wesco Insurance Company, a copy of which is available for inspection upon request from the Company. RENTER AGREES TO COMPLY WITH AND BE BOUND BY ALL TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY, WHICH ARE INCORPORATED BY REFERENCE HEREIN. The insurance coverage shall not exceed \$1,000,000 combined single limit for both bodily injury and property damage. Coverage is excluded for property owned by or in the possession of the Renter or for any injuries of any nature whatsoever to Renter, Renter's agents, employees, guests, members of Renter's household or other occupants of the Vehicle. Additional exclusions apply and breach of this Agreement may void insurance coverage. The Company is not an insurance broker and does not warrant that the insurance coverage offered is sufficient to protect Renter from liabilities that might arise. Renter is free to purchase additional insurance as may be determined necessary.
- (b) If Renter declines liability insurance coverage offered through the Allen Insurance Group, Renter shall, at its sole cost and expense, maintain an automobile liability insurance policy with bodily injury and property damage liability limits of not less than \$1,000,000 combined single limit on a primary and not excess or contributory basis covering its liability for damages as a result of the maintenance, use, operation, storage, or transportation of the Vehicle. The insurance will be maintained with insurers licensed and authorized to do business in the states in which the Vehicle will be operated and with an "A.M. Best" rating of not less than B+ VII. The Company and PLC must be named as additional insureds without liability for premiums. The insurance must provide for prompt written notice to the Company and PLC of any failure to pay a premium and for at least thirty (30) days' prior written notice of cancellation or non-renewal of the policy and of any material change in or to the coverage. Renter shall furnish the Company with a certificate issued by the insurer or a licensed insurance broker confirming the required insurance coverage is maintained and in full force and effect.
- (c) If Renter accepts physical damage insurance coverage offered by the Allen Insurance Group, Renter's liability for physical damage to the Vehicle shall be limited to the amount shown as the deductible in this Agreement.
- (d) If Renter declines physical damage insurance coverage offered by the Company, Renter or Renter's insurer, as applicable, shall be liable for all loss or damage to the Vehicle.

6. **Indemnity.** RENTER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND PLC FROM AND AGAINST THE FOLLOWING:

- (a) ANY CLAIM OR CAUSE OF ACTION FOR DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR CAUSED BY RENTER'S POSSESSION, USE, OR MAINTENANCE OF THE VEHICLE, AND ANY SUCH CLAIM OR CAUSE OF ACTION WHICH THE OWNER OF THE VEHICLE MAY BE REQUIRED TO PAY AS A RESULT OF ANY STATUTORY MINIMUM FINANCIAL RESPONSIBILITY OBLIGATIONS.
- (b) ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCURRED BY THE COMPANY AND/OR PLC BECAUSE OF INJURY OR DAMAGE SUSTAINED BY ANY OCCUPANT, EITHER AUTHORIZED OR UNAUTHORIZED, OF SAID VEHICLE, INCLUDING WITHOUT LIMITATION RENTER, RENTER'S EMPLOYEES, AGENTS OR REPRESENTATIVES AND LOSS OR DAMAGE TO ANY CARGO OR OTHER PROPERTY IN OR CARRIED BY THE VEHICLE, INCLUDING CONSEQUENTIAL DAMAGES, AND FOR ANY LOSS OR DAMAGE TO ANY OTHER PROPERTY OF RENTER, ITS AGENTS OR EMPLOYEES, LEFT IN OR ON THE VEHICLE AT ANY TIME OR PLACE.
- (c) ALL LOSS, DAMAGE, COST AND EXPENSE RESULTING FROM RENTER'S VIOLATION OF THIS AGREEMENT.
- (d) ANY AND ALL FINES, FEES, EXPENSES, PENALTIES, AND COSTS OF ANY KIND INCURRED BY THE COMPANY AND/OR PLC IF RENTER TAKES A VEHICLE INTO CALIFORNIA IN BREACH OF THIS AGREEMENT.
- (e) RENTER'S INDEMNITY OBLIGATIONS SHALL SURVIVE EXPIRATION

Truckworx PacLease

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1-800-759-2979

OR TERMINATION OF THIS AGREEMENT.

7. Renter's Liability. Renter understands and agrees it shall be liable for:

- (a) All loss or damage to the Vehicle occurring during the rental period. In the event the Vehicle is lost or destroyed, the amount owed shall be the greater of the encumbered value of the Vehicle or the actual cash value.
- (b) All damage to the Vehicle and related expenses caused by: (1) Renter's breach of this Agreement; (2) Renter's failure to maintain adequate fluids, oil, coolant, DEF, and water levels in the Vehicle; (3) failure to properly and timely perform the regeneration process of the diesel particulate filter; and (4) Renter's neglect of any necessary service, maintenance, or repairs of the Vehicle, subject to first obtaining authorization from the Company or such work.
- (c) All loss or damage to the Vehicle if it is used, operated, or driven in violation of this Agreement, or if the loss or damage results from collision with any other vehicle or object or collision with any structure because of insufficient height or width clearance.
- (d) The value of all tires, tools, and accessories lost or stolen from the Vehicle.
- (e) The fixed portion of the rental charge when the Vehicle is out of service due to an accident or misuse.
- (f) All damages resulting from excessive or improper loading of the Vehicle.
- (g) All damages resulting from operating the Vehicle off a public road, including wrecker charges to extricate the Vehicle.
- (h) All fines or penalties, including forfeiture or seizure, resulting from renter's use of the Vehicle.

8. Accidents. Renter must immediately notify the Company of any accident, loss of, or damage to the Vehicle and shall promptly deliver to the Company any document received by Customer related to any claim or lawsuit. Renter shall cooperate with the Company and its insurer in the investigation and defense of any claim or suit.

9. Extended Rental. If the rental period is extended, Renter agrees to pay the Company, on demand, the following:

- (a) Mileage charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (b) Service and time charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (c) Any other amounts due hereunder.

10. Default. If Renter fails to pay promptly any rental payment or other amounts owing when due and such failure continues to remain uncured for a period of seven (7) days after receiving a Notice to Cure or fails to furnish and pay the charges for insurance provided in Section 4 or if any proceeding or case is instituted by or against Renter under any provisions of the U.S. Bankruptcy Code or any state insolvency law or for the appointment of a receiver, or if Renter makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the Uniform Commercial Code, or if Customer breaches any material provision of this Agreement, or if in any proceeding in which Renter is involved any execution, writ, or process is obtained where the Vehicle(s) may be taken or confiscated, then Renter shall be in default under this Agreement. In the event of any such default, the Company and/or PLC shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any such remedy, including but not limited to termination of this Agreement and repossession of the Vehicle(s), and Renter shall be liable for all costs and expenses incurred by Company in pursuing such remedies, including reasonable attorney's fees.

11. Return of Vehicle. Renter agrees to return the Vehicle to the Company at the location and before the time specified in this Agreement, unless otherwise agreed in writing by the parties. If no time is specified for return of the Vehicle, Renter will return the Vehicle no later than seven (7) days after the Vehicle is rented. Vehicle shall be returned in the same condition as rented, normal wear and tear excepted.

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RENTAL AGREEMENT 789-102366

CUSTOMER NUMBER 789-100323

Customer Details

Truck Go

London, Kentucky, 40741
(111) 111-1111
US DOT
MC/CVOR #
PO #

Rental Unit Details

Vehicle # **789-5559** License Plate #
VIN **1NKZX4TX1SJ122395**
Type **Dump Truck**
Weight Limit (GVW/GCW) **0**
Fuel Out **8/8** Fuel In
DEF Out **4/8** DEF In
Odometer Out **823** Odometer In
Hours Out Hours In

Driver Details

Name
DOB ****/**/******
License #
State
Exp.Date
Class

Agreement Details

Rental Type **Pure Rental**
Lease Unit #
Date Due Back **1/2/2026** Time Due Back **10:00 AM CT**
Date Out **1/20/2025** Time Out **08:00 AM CT**
Date In
Time In
Days Used

Terms

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Daily Rate @	\$300.00	4	\$1,200.00
Weekly Rate @	\$1,500.00	2	\$3,000.00
Monthly Rate @	\$6,500.00	11	\$71,500.00
Mileage Rate @	\$0.00	10,000	\$0.00
Hourly Rate @			
SUB TOTAL			\$75,700.00
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Liability @			CP
Physical Damage @			CP

Non Hazardous Material

CUSTOMER SIGNATURE: _____ DATE: **1/20/2025**
RENTED BY : **Graham Duncan** CHECKED IN BY : _____

Truckworx PacLease
2220 Finley Boulevard
Birmingham, AL 35234
(205) 326-6170

Hours of Operation

Mon-Fri : 08:00 AM CT - 05:00 PM CT
Saturday: Closed
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**PACENTRAL 24 HOUR
EMERGENCY SERVICE**
1-800-759-2979

COMPANY RENTS THE VEHICLE DESCRIBED IN THIS AGREEMENT TO CUSTOMER ("RENTER") SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Prohibited Uses.** Renter agrees the Vehicle will not be operated or used:

- (a) By any person under the age of 21, unless a federal, state, or provincial law prohibits the setting of an age requirement.
- (b) By any person who is not a qualified and licensed driver.
- (c) By any person who has obtained authority to operate the Vehicle by fraud or misrepresentation; whose license has been suspended or revoked within the last three (3) years; or who has been convicted of a major traffic violation (excluding parking violations), including but not limited to careless or reckless driving or driving while under the influence of alcohol, drugs or other intoxicants within the prior three (3) years.
- (d) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive.
- (e) In excess of applicable speed limit; in a reckless or abusive manner; in a race or speed contest; or for any illegal purpose.
- (f) Outside the scope of the driver's employment or outside the usual course of Renter's business.
- (g) When the Vehicle is loaded in excess of its maximum rated capacity; when the cargo is improperly loaded or secured; or when the Vehicle is used to transport persons other than in the passenger compartment.
- (h) To transport hazardous materials as defined by law, unless authorized in writing by the Company.
- (i) To transport any car, truck, animal, or human being inside the cargo section of the vehicle.
- (j) In any area where there is not sufficient height or width clearance or which is not paved.
- (k) In any unsafe, reckless, or grossly negligent manner.

A PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND MAKES THE VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY THE COMPANY. PROHIBITED USES MAY ALSO VOID ANY APPLICABLE INSURANCE COVERAGE.

2. **Authorized Driver(s).** The Vehicle may only be driven by licensed and qualified drivers who operate the Vehicle in accordance with the terms of this Agreement.

3. **Renter's Representations and Obligations.** Renter acknowledges and agrees:

- (a) The Vehicle is owned by the Company or PACCAR Leasing Company ("PLC").
- (b) The Vehicle has been inspected by the Renter and is received in good condition.
- (c) Renter will not perform any repairs, adjustments, or replacement of any parts on the Vehicle without the Company's written consent.
- (d) The Vehicle will at all times be operated under the Renter's exclusive possession and control and only in a lawful manner in connection with present business of Renter.
- (e) Renter and Renter's drivers are not employees or agents of the Company or PLC.
- (f) Renter will pay any special license or tax required by the business of Renter, including without limitation such licenses, taxes, fines, or tolls imposed against Renter arising out of the operation of the Vehicle. Renter further agrees to file, or assist the Company in the filing of, any and all returns or reports required by any governmental authority as a result of Renter's use or operation of the Vehicle.
- (g) To conduct pre- and post-trip inspections of the Vehicle and notify Company of any Vehicle issues. Renter agrees that neither Company nor PLC will be liable for any FMCSA violations or citations for which Company and PLC were not provided notice..
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- (i) Fuel is not included in the cost of the rental. Renter is responsible for returning the Vehicle with a full tank. If Renter does not refuel the Vehicle prior to return, Renter will pay refueling service charges plus the cost of fuel (which may be more than retail fuel prices). Renter also is responsible for any fuel permits ordered during the term of this Agreement.
- (j) To refrain from tampering or disabling any telematics device. Renter is responsible for the full replacement cost for any loss or damage to the device. All hardware, software, and data will remain the property of PLC.
- (k) Renter shall be responsible for all damage to the Vehicle, including but not limited to cracked or broken glass, tires, and breakdowns. Renter will pay all costs to repair any damage. In cases where a tire cannot be repaired, Renter shall pay the replacement cost of the tire casing and remaining tread.
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proprietary rights or interest in the Vehicle, and Renter may not create or suffer to exist any security interest or lien upon the Vehicle. Renter shall give the Company and PLC immediate notice of such attachment or claim.

(m) Renter is responsible for compliance with federal, state, and local laws and regulations

4. **Payment.** Renter agrees to pay Company all rental and other charges set forth in this Agreement covering the Vehicle(s) without deduction or set-off. Rental charges as stated in this Agreement shall not abate but shall continue in full force and effect whether the Vehicle is inoperable, is lost or stolen, is in a state of disrepair, or is otherwise disabled for any reason. All charges shall be paid at the time of the transaction or within seven (7) days of invoice. Renter agrees to pay a late charge of 1 1/2 percent per month or the maximum legally permissible amount on each billing not to exceed 1 1/2 percent per month for all sums not paid as provided herein. Renter agrees to pay all costs of collection incurred by Company or PLC, including reasonable attorney's fees.

5. **Insurance.** Renter agrees to maintain insurance coverage during the term of this Agreement as follows:

- (a) If Renter purchases insurance coverage offered through the Allen Insurance Group, the Vehicle will be covered by an automobile liability and/or property damage insurance policy issued by Wesco Insurance Company, a copy of which is available for inspection upon request from the Company. RENTER AGREES TO COMPLY WITH AND BE BOUND BY ALL TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY, WHICH ARE INCORPORATED BY REFERENCE HEREIN. The insurance coverage shall not exceed \$1,000,000 combined single limit for both bodily injury and property damage. Coverage is excluded for property owned by or in the possession of the Renter or for any injuries of any nature whatsoever to Renter, Renter's agents, employees, guests, members of Renter's household or other occupants of the Vehicle. Additional exclusions apply and breach of this Agreement may void insurance coverage. The Company is not an insurance broker and does not warrant that the insurance coverage offered is sufficient to protect Renter from liabilities that might arise. Renter is free to purchase additional insurance as may be determined necessary.
- (b) If Renter declines liability insurance coverage offered through the Allen Insurance Group, Renter shall, at its sole cost and expense, maintain an automobile liability insurance policy with bodily injury and property damage liability limits of not less than \$1,000,000 combined single limit on a primary and not excess or contributory basis covering its liability for damages as a result of the maintenance, use, operation, storage, or transportation of the Vehicle. The insurance will be maintained with insurers licensed and authorized to do business in the states in which the Vehicle will be operated and with an "A.M. Best" rating of not less than B+ VII. The Company and PLC must be named as additional insureds without liability for premiums. The insurance must provide for prompt written notice to the Company and PLC of any failure to pay a premium and for at least thirty (30) days' prior written notice of cancellation or non-renewal of the policy and of any material change in or to the coverage. Renter shall furnish the Company with a certificate issued by the insurer or a licensed insurance broker confirming the required insurance coverage is maintained and in full force and effect.
- (c) If Renter accepts physical damage insurance coverage offered by the Allen Insurance Group, Renter's liability for physical damage to the Vehicle shall be limited to the amount shown as the deductible in this Agreement.
- (d) If Renter declines physical damage insurance coverage offered by the Company, Renter or Renter's insurer, as applicable, shall be liable for all loss or damage to the Vehicle.

6. **Indemnity.** RENTER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND PLC FROM AND AGAINST THE FOLLOWING:

- (a) ANY CLAIM OR CAUSE OF ACTION FOR DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR CAUSED BY RENTER'S POSSESSION, USE, OR MAINTENANCE OF THE VEHICLE, AND ANY SUCH CLAIM OR CAUSE OF ACTION WHICH THE OWNER OF THE VEHICLE MAY BE REQUIRED TO PAY AS A RESULT OF ANY STATUTORY MINIMUM FINANCIAL RESPONSIBILITY OBLIGATIONS.
- (b) ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCURRED BY THE COMPANY AND/OR PLC BECAUSE OF INJURY OR DAMAGE SUSTAINED BY ANY OCCUPANT, EITHER AUTHORIZED OR UNAUTHORIZED, OF SAID VEHICLE, INCLUDING WITHOUT LIMITATION RENTER, RENTER'S EMPLOYEES, AGENTS OR REPRESENTATIVES AND LOSS OR DAMAGE TO ANY CARGO OR OTHER PROPERTY IN OR CARRIED BY THE VEHICLE, INCLUDING CONSEQUENTIAL DAMAGES, AND FOR ANY LOSS OR DAMAGE TO ANY OTHER PROPERTY OF RENTER, ITS AGENTS OR EMPLOYEES, LEFT IN OR ON THE VEHICLE AT ANY TIME OR PLACE.
- (c) ALL LOSS, DAMAGE, COST AND EXPENSE RESULTING FROM RENTER'S VIOLATION OF THIS AGREEMENT.
- (d) ANY AND ALL FINES, FEES, EXPENSES, PENALTIES, AND COSTS OF ANY KIND INCURRED BY THE COMPANY AND/OR PLC IF RENTER TAKES A VEHICLE INTO CALIFORNIA IN BREACH OF THIS AGREEMENT.
- (e) RENTER'S INDEMNITY OBLIGATIONS SHALL SURVIVE EXPIRATION

Truckworx PacLease

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EMERGENCY SERVICE**

1-800-759-2979

OR TERMINATION OF THIS AGREEMENT.

7. Renter's Liability. Renter understands and agrees it shall be liable for:

- (a) All loss or damage to the Vehicle occurring during the rental period. In the event the Vehicle is lost or destroyed, the amount owed shall be the greater of the encumbered value of the Vehicle or the actual cash value.
- (b) All damage to the Vehicle and related expenses caused by: (1) Renter's breach of this Agreement; (2) Renter's failure to maintain adequate fluids, oil, coolant, DEF, and water levels in the Vehicle; (3) failure to properly and timely perform the regeneration process of the diesel particulate filter; and (4) Renter's neglect of any necessary service, maintenance, or repairs of the Vehicle, subject to first obtaining authorization from the Company or such work.
- (c) All loss or damage to the Vehicle if it is used, operated, or driven in violation of this Agreement, or if the loss or damage results from collision with any other vehicle or object or collision with any structure because of insufficient height or width clearance.
- (d) The value of all tires, tools, and accessories lost or stolen from the Vehicle.
- (e) The fixed portion of the rental charge when the Vehicle is out of service due to an accident or misuse.
- (f) All damages resulting from excessive or improper loading of the Vehicle.
- (g) All damages resulting from operating the Vehicle off a public road, including wrecker charges to extricate the Vehicle.
- (h) All fines or penalties, including forfeiture or seizure, resulting from renter's use of the Vehicle.

8. Accidents. Renter must immediately notify the Company of any accident, loss of, or damage to the Vehicle and shall promptly deliver to the Company any document received by Customer related to any claim or lawsuit. Renter shall cooperate with the Company and its insurer in the investigation and defense of any claim or suit.

9. Extended Rental. If the rental period is extended, Renter agrees to pay the Company, on demand, the following:

- (a) Mileage charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (b) Service and time charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (c) Any other amounts due hereunder.

10. Default. If Renter fails to pay promptly any rental payment or other amounts owing when due and such failure continues to remain uncured for a period of seven (7) days after receiving a Notice to Cure or fails to furnish and pay the charges for insurance provided in Section 4 or if any proceeding or case is instituted by or against Renter under any provisions of the U.S. Bankruptcy Code or any state insolvency law or for the appointment of a receiver, or if Renter makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the Uniform Commercial Code, or if Customer breaches any material provision of this Agreement, or if in any proceeding in which Renter is involved any execution, writ, or process is obtained where the Vehicle(s) may be taken or confiscated, then Renter shall be in default under this Agreement. In the event of any such default, the Company and/or PLC shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any such remedy, including but not limited to termination of this Agreement and repossession of the Vehicle(s), and Renter shall be liable for all costs and expenses incurred by Company in pursuing such remedies, including reasonable attorney's fees.

11. Return of Vehicle. Renter agrees to return the Vehicle to the Company at the location and before the time specified in this Agreement, unless otherwise agreed in writing by the parties. If no time is specified for return of the Vehicle, Renter will return the Vehicle no later than seven (7) days after the Vehicle is rented. Vehicle shall be returned in the same condition as rented, normal wear and tear excepted.

12. Inspection and Repossession. Upon reasonable notice, the Company lawfully may inspect the Vehicle at any time during the rental term. Renter agrees that Company may download diagnostic and ECM data.

13. Subletting. Assignment of this Agreement and/or Subletting or re-letting the Vehicle is prohibited and voids this Agreement.

14. FLORIDA. Florida regulations require that Renter acknowledge and agree that the Company or PLC may file consolidated fuel tax returns on behalf of its customers which may include the operations of Vehicles rented to Renter under a PacLease Rental Agreement which may, from time to time, travel into and through the state of Florida, and that Company or PLC will be responsible for the fuel tax on the gallons of fuel consumed over Florida highways by vehicles rented to Renter under a PacLease Rental Agreement, and for registering with the Florida Department of Highway Safety and Motor Vehicles, securing Florida -fuel tax identification devices/ decals, reporting fuel used, reporting miles traveled, and remitting the total tax accrued to the Florida Department of Highway Safety and Motor Vehicles, subject to the provision of this Section, and that Company or PLC may receive fuel use tax refunds as a result of fuel tax

overpayments in the State of Florida. Renter further acknowledges and agrees that all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicles become the property of Company or PLC. If the Renter fails to provide all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle on a regular weekly basis, or at the end of the rental period, whichever comes first, Renter will be held responsible for any fines or cost resulting from Renter's failure to provide Company or PLC with proper trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle.

15. CALIFORNIA. Renter understands that when using a heavy-duty tractor to pull a 53-foot or longer box- type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 95311, Title 17, California Code of Regulations, and that it is the responsibility of Renter to ensure the tractor and trailer are compliant. The regulations may require the tractor and trailer to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies compliant prior to current or future use in California, or may entirely prohibit use of the tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay tractor. Renter is solely responsible for compliance with all laws and regulations if operating within California. Renter acknowledges that vehicles rented outside of the state of California may not be compliant with all California Air Resources Board (CARB) requirements. Renter acknowledges and agrees that the Company is the "Fleet owner" (as that term is defined in CARB's proposed Advanced Clean Fleet regulation, or any similar regulation that mirrors or replaces it) of all Vehicles, regardless of the location of the Vehicles.

16. GPS Devices. Customer acknowledges and agrees that:

- (a) each Vehicle may be equipped with a GPS device that is owned by PacLease ("GPS Device");
- (b) PacLease has the right to monitor each Vehicle through the GPS Device;
- (c) PacLease will have access to information regarding the use and operation of each Vehicle, including, but not limited to, information regarding the Vehicle's location, speed, distance traveled and operation ("Vehicle Data");
- (d) PacLease may, subject to applicable law, use the Vehicle Data to, among things: (i) monitor Vehicle performance and detect issues; (ii) repair and maintain the Vehicle; and (iii) communicate with Customer regarding its account with PacLease; (iv) enforce the Lease; and (v) comply with court orders and subpoenas. Customer agrees that it will not, or authorize any third party to, alter, disconnect, tamper with or remove the GPS Device from any Vehicle .

17. Miscellaneous Provisions. (a) Renter agrees the provisions in this Agreement apply to any substitute Vehicle made available to Renter.

- (b) No right of the Company under this Agreement may be waived except in writing by an authorized representative of the Company.
- (c) If any provision of this Agreement is found to be unenforceable in any jurisdiction, the remainder of the Agreement shall not be affected.
- (d) Renter acknowledges that Company is not the manufacturer of the Vehicle and that Company MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE WORKMANSHIP, DESIGN OR CONDITION OF THE VEHICLE, THE MERCHANTABILITY OF THE VEHICLE, OR ITS FITNESS FOR A PARTICULAR PURPOSE.
- (e) NEITHER THE COMPANY NOR PLC SHALL HAVE LIABILITY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF RENTER'S POSSESSION, USE, MAINTENANCE, STORAGE OR OPERATION OF THIS VEHICLE.
- (f) This Agreement remains effective until Renter performs all obligations, including but not limited to payment of all amounts due and return of Vehicle to the Company.

(g) Customer agrees that evidence of insurance provided by Renter to Company may be shared by Company with PacLease franchisees.

(h) Renter agrees that his/her electronic signature is the legally binding equivalent to Renter's handwritten signature and that it has the same validity and meaning as Renter's handwritten signature.

(i) This Agreement contains the entire agreement between Renter and the Company. Time is of the essence. It is agreed that these terms are contractual and have not and cannot be altered, except by written addendum or amendment properly executed by the parties.

(j) The parties agree that this Agreement shall be governed in all respects by the laws of the state of the Company's domicile ("State"), as those laws apply to agreements entered and to be performed entirely within the State between the State's residents, without regard to conflict of law provisions. Renter agrees that all claims, suits, actions and proceedings involving interpretation, construction or enforcement of this agreement, whether sounding in contract, tort, or otherwise, must be brought exclusively in and resolved by a court located in the county of the Company's domicile (the "County"). Renter for itself and its executors, administrators, heirs, insurers, successors and assigns, hereby consents and subjects itself to the jurisdiction of the courts located within the County. The parties acknowledge that the transaction which is the subject matter of this Agreement bears a reasonable relation to the State, and this Agreement shall be deemed to have been executed in the State.

Truckworx PacLease

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**PACCENTRAL 24 HOUR
EMERGENCY SERVICE**

1-800-759-2979



RENTAL AGREEMENT 789-102364

CUSTOMER NUMBER 789-100323

Customer Details

Truck Go

London, Kentucky, 40741
(111) 111-1111
US DOT
MC/CVOR #
PO #

Rental Unit Details

Vehicle # **789-5556** License Plate #
VIN **1NKZX4TX6SJ122392**
Type **Dump Truck**
Weight Limit (GVW/GCW) **86,000**
Fuel Out **8/8** Fuel In
DEF Out **8/8** DEF In
Odometer Out **15,884** Odometer In
Hours Out Hours In

Driver Details

Name
DOB ****/**/******
License #
State
Exp.Date
Class

Agreement Details

Rental Type **Pure Rental**
Lease Unit #
Date Due Back **1/2/2026** Time Due Back **08:00 AM CT**
Date Out **1/20/2025** Time Out **08:00 AM CT**
Date In
Time In
Days Used

Terms

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Transaction Details

	Rate	Quantity	Amount
Daily Rate @	\$300.00	3	\$900.00
Weekly Rate @	\$1,500.00	2	\$3,000.00
Monthly Rate @	\$6,500.00	11	\$71,500.00
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Hourly Rate @			
SUB TOTAL			\$75,400.00
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Liability @			CP
Physical Damage @			CP

Comments

Insurance Details

Customer to furnish liability insurance as specified in paragraph 5(b)
Customer to furnish physical damage insurance as specified in paragraph 5(d)

Non Hazardous Material

CUSTOMER SIGNATURE: _____ DATE: **1/20/2025**
RENTED BY : **Graham Duncan** CHECKED IN BY : _____

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- (c) By any person who has obtained authority to operate the Vehicle by fraud or misrepresentation; whose license has been suspended or revoked within the last three (3) years; or who has been convicted of a major traffic violation (excluding parking violations), including but not limited to careless or reckless driving or driving while under the influence of alcohol, drugs or other intoxicants within the prior three (3) years.
- (d) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive.
- (e) In excess of applicable speed limit; in a reckless or abusive manner; in a race or speed contest; or for any illegal purpose.
- (f) Outside the scope of the driver's employment or outside the usual course of Renter's business.
- (g) When the Vehicle is loaded in excess of its maximum rated capacity; when the cargo is improperly loaded or secured; or when the Vehicle is used to transport persons other than in the passenger compartment.
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- (c) If Renter accepts physical damage insurance coverage offered by the Allen Insurance Group, Renter's liability for physical damage to the Vehicle shall be limited to the amount shown as the deductible in this Agreement.
- (d) If Renter declines physical damage insurance coverage offered by the Company, Renter or Renter's insurer, as applicable, shall be liable for all loss or damage to the Vehicle.

6. **Indemnity.** RENTER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND PLC FROM AND AGAINST THE FOLLOWING:

- (a) ANY CLAIM OR CAUSE OF ACTION FOR DEATH OR INJURY TO PERSONS, OR LOSS OR DAMAGE TO PROPERTY, ARISING OUT OF OR CAUSED BY RENTER'S POSSESSION, USE, OR MAINTENANCE OF THE VEHICLE, AND ANY SUCH CLAIM OR CAUSE OF ACTION WHICH THE OWNER OF THE VEHICLE MAY BE REQUIRED TO PAY AS A RESULT OF ANY STATUTORY MINIMUM FINANCIAL RESPONSIBILITY OBLIGATIONS.
- (b) ANY AND ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCURRED BY THE COMPANY AND/OR PLC BECAUSE OF INJURY OR DAMAGE SUSTAINED BY ANY OCCUPANT, EITHER AUTHORIZED OR UNAUTHORIZED, OF SAID VEHICLE, INCLUDING WITHOUT LIMITATION RENTER, RENTER'S EMPLOYEES, AGENTS OR REPRESENTATIVES AND LOSS OR DAMAGE TO ANY CARGO OR OTHER PROPERTY IN OR CARRIED BY THE VEHICLE, INCLUDING CONSEQUENTIAL DAMAGES, AND FOR ANY LOSS OR DAMAGE TO ANY OTHER PROPERTY OF RENTER, ITS AGENTS OR EMPLOYEES, LEFT IN OR ON THE VEHICLE AT ANY TIME OR PLACE.
- (c) ALL LOSS, DAMAGE, COST AND EXPENSE RESULTING FROM RENTER'S VIOLATION OF THIS AGREEMENT.
- (d) ANY AND ALL FINES, FEES, EXPENSES, PENALTIES, AND COSTS OF ANY KIND INCURRED BY THE COMPANY AND/OR PLC IF RENTER TAKES A VEHICLE INTO CALIFORNIA IN BREACH OF THIS AGREEMENT.
- (e) RENTER'S INDEMNITY OBLIGATIONS SHALL SURVIVE EXPIRATION

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1-800-759-2979

OR TERMINATION OF THIS AGREEMENT.

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- (a) All loss or damage to the Vehicle occurring during the rental period. In the event the Vehicle is lost or destroyed, the amount owed shall be the greater of the encumbered value of the Vehicle or the actual cash value.
- (b) All damage to the Vehicle and related expenses caused by: (1) Renter's breach of this Agreement; (2) Renter's failure to maintain adequate fluids, oil, coolant, DEF, and water levels in the Vehicle; (3) failure to properly and timely perform the regeneration process of the diesel particulate filter; and (4) Renter's neglect of any necessary service, maintenance, or repairs of the Vehicle, subject to first obtaining authorization from the Company or such work.
- (c) All loss or damage to the Vehicle if it is used, operated, or driven in violation of this Agreement, or if the loss or damage results from collision with any other vehicle or object or collision with any structure because of insufficient height or width clearance.
- (d) The value of all tires, tools, and accessories lost or stolen from the Vehicle.
- (e) The fixed portion of the rental charge when the Vehicle is out of service due to an accident or misuse.
- (f) All damages resulting from excessive or improper loading of the Vehicle.
- (g) All damages resulting from operating the Vehicle off a public road, including wrecker charges to extricate the Vehicle.
- (h) All fines or penalties, including forfeiture or seizure, resulting from renter's use of the Vehicle.

8. Accidents. Renter must immediately notify the Company of any accident, loss of, or damage to the Vehicle and shall promptly deliver to the Company any document received by Customer related to any claim or lawsuit. Renter shall cooperate with the Company and its insurer in the investigation and defense of any claim or suit.

9. Extended Rental. If the rental period is extended, Renter agrees to pay the Company, on demand, the following:

- (a) Mileage charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (b) Service and time charges computed at the rates specified in this Agreement until the Vehicle is returned to the Company.
- (c) Any other amounts due hereunder.

10. Default. If Renter fails to pay promptly any rental payment or other amounts owing when due and such failure continues to remain uncured for a period of seven (7) days after receiving a Notice to Cure or fails to furnish and pay the charges for insurance provided in Section 4 or if any proceeding or case is instituted by or against Renter under any provisions of the U.S. Bankruptcy Code or any state insolvency law or for the appointment of a receiver, or if Renter makes an assignment for the benefit of creditors or becomes insolvent as that term is defined in the Uniform Commercial Code, or if Customer breaches any material provision of this Agreement, or if in any proceeding in which Renter is involved any execution, writ, or process is obtained where the Vehicle(s) may be taken or confiscated, then Renter shall be in default under this Agreement. In the event of any such default, the Company and/or PLC shall have all remedies provided by law and in equity and, at its sole option, shall have the right at any time to exercise concurrently or separately, any such remedy, including but not limited to termination of this Agreement and repossession of the Vehicle(s), and Renter shall be liable for all costs and expenses incurred by Company in pursuing such remedies, including reasonable attorney's fees.

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overpayments in the State of Florida. Renter further acknowledges and agrees that all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicles become the property of Company or PLC. If the Renter fails to provide all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle on a regular weekly basis, or at the end of the rental period, whichever comes first, Renter will be held responsible for any fines or cost resulting from Renter's failure to provide Company or PLC with proper trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle.

15. CALIFORNIA. Renter understands that when using a heavy-duty tractor to pull a 53-foot or longer box- type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300 95311, Title 17, California Code of Regulations, and that it is the responsibility of Renter to ensure the tractor and trailer are compliant. The regulations may require the tractor and trailer to have low rolling resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) Verified SmartWay Technologies compliant prior to current or future use in California, or may entirely prohibit use of the tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA Certified SmartWay tractor. Renter is solely responsible for compliance with all laws and regulations if operating within California. Renter acknowledges that vehicles rented outside of the state of California may not be compliant with all California Air Resources Board (CARB) requirements. Renter acknowledges and agrees that the Company is the "Fleet owner" (as that term is defined in CARB's proposed Advanced Clean Fleet regulation, or any similar regulation that mirrors or replaces it) of all Vehicles, regardless of the location of the Vehicles.

16. GPS Devices. Customer acknowledges and agrees that:

- (a) each Vehicle may be equipped with a GPS device that is owned by PacLease ("GPS Device");
- (b) PacLease has the right to monitor each Vehicle through the GPS Device;
- (c) PacLease will have access to information regarding the use and operation of each Vehicle, including, but not limited to, information regarding the Vehicle's location, speed, distance traveled and operation ("Vehicle Data");
- (d) PacLease may, subject to applicable law, use the Vehicle Data to, among things: (i) monitor Vehicle performance and detect issues; (ii) repair and maintain the Vehicle; and (iii) communicate with Customer regarding its account with PacLease; (iv) enforce the Lease; and (v) comply with court orders and subpoenas. Customer agrees that it will not, or authorize any third party to, alter, disconnect, tamper with or remove the GPS Device from any Vehicle .

17. Miscellaneous Provisions. (a) Renter agrees the provisions in this Agreement apply to any substitute Vehicle made available to Renter.

- (b) No right of the Company under this Agreement may be waived except in writing by an authorized representative of the Company.
- (c) If any provision of this Agreement is found to be unenforceable in any jurisdiction, the remainder of the Agreement shall not be affected.
- (d) Renter acknowledges that Company is not the manufacturer of the Vehicle and that Company MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE WORKMANSHIP, DESIGN OR CONDITION OF THE VEHICLE, THE MERCHANTABILITY OF THE VEHICLE, OR ITS FITNESS FOR A PARTICULAR PURPOSE.
- (e) NEITHER THE COMPANY NOR PLC SHALL HAVE LIABILITY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF RENTER'S POSSESSION, USE, MAINTENANCE, STORAGE OR OPERATION OF THIS VEHICLE.
- (f) This Agreement remains effective until Renter performs all obligations, including but not limited to payment of all amounts due and return of Vehicle to the Company.

(g) Customer agrees that evidence of insurance provided by Renter to Company may be shared by Company with PacLease franchisees.

(h) Renter agrees that his/her electronic signature is the legally binding equivalent to Renter's handwritten signature and that it has the same validity and meaning as Renter's handwritten signature.

(i) This Agreement contains the entire agreement between Renter and the Company. Time is of the essence. It is agreed that these terms are contractual and have not and cannot be altered, except by written addendum or amendment properly executed by the parties.

(j) The parties agree that this Agreement shall be governed in all respects by the laws of the state of the Company's domicile ("State"), as those laws apply to agreements entered and to be performed entirely within the State between the State's residents, without regard to conflict of law provisions. Renter agrees that all claims, suits, actions and proceedings involving interpretation, construction or enforcement of this agreement, whether sounding in contract, tort, or otherwise, must be brought exclusively in and resolved by a court located in the county of the Company's domicile (the "County"). Renter for itself and its executors, administrators, heirs, insurers, successors and assigns, hereby consents and subjects itself to the jurisdiction of the courts located within the County. The parties acknowledge that the transaction which is the subject matter of this Agreement bears a reasonable relation to the State, and this Agreement shall be deemed to have been executed in the State.

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**PACCENTRAL 24 HOUR
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RENTAL AGREEMENT 789-102363

CUSTOMER NUMBER 789-100323

Customer Details

Truck Go

London, Kentucky, 40741

(111) 111-1111

US DOT

MC/CVOR #

PO #

Rental Unit Details

Vehicle #	789-5555	License Plate #	
VIN	1NKZX4TX4SJ122391		
Type	Dump Truck		
Weight Limit (GVW/GCW)	86,000		
Fuel Out	8/8	Fuel In	
DEF Out	8/8	DEF In	
Odometer Out	15,788	Odometer In	
Hours Out		Hours In	

Driver Details

Name
 DOB ****/**/******
 License #
 State
 Exp.Date
 Class

Agreement Details

Rental Type **Pure Rental**
 Lease Unit #
 Date Due Back **1/2/2026** Time Due Back **08:00 AM CT**
 Date Out **1/20/2025** Time Out **08:00 AM CT**
 Date In
 Time In
 Days Used

Terms

VEHICLE IS TO BE USED FOR CUSTOMER'S BUSINESS ONLY. FAILURE TO RETURN THE RENTED VEHICLE AFTER WRITTEN NOTICE TO RETURN SUCH VEHICLE COULD CONSTITUTE A FELONY UNDER APPLICABLE LAW. I HAVE READ THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREE THERETO. THIS LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTED COMMERCIAL MOTOR VEHICLE (CMV). OPERATION OF THIS VEHICLE IN CONTRAVENTION OF APPLICABLE LAWS OR TERMS AND CONDITIONS OF THIS AGREEMENT MAY LIMIT OR VOID CUSTOMER'S INSURANCE. CUSTOMER IS RESPONSIBLE FOR THE CONDITION OF THE VEHICLE AND ALL OVERHEAD DAMAGE REGARDLESS OF ANY INSURANCE ARRANGEMENT. IN CASE OF ACCIDENT, RENTAL CHARGES WILL CONTINUE DURING THE DOWNTIME OF VEHICLE. CUSTOMER MUST COMPLETE AND RETURN LESSOR SUPPLIED TRIP REPORT FOR STATE TAX REPORTING. CUSTOMER WILL PAY ALL UNREPORTED MILES TRAVELLED AT \$ 0.25 PER MILE

Transaction Details

	Rate	Quantity	Amount
Daily Rate @	\$300.00	3	\$900.00
Weekly Rate @	\$1,500.00	2	\$3,000.00
Monthly Rate @	\$6,500.00	11	\$71,500.00
Mileage Rate @	\$0.00	10,000	\$0.00
Hourly Rate @			
SUB TOTAL			\$75,400.00
Sales Tax			\$0.00
Fuel Rate/Gallon		0	
DEF Rate/Gallon		0	
Liability @			CP
Physical Damage @			CP

Comments

Insurance Details

Customer to furnish liability insurance as specified in paragraph 5(b)
 Customer to furnish physical damage insurance as specified in paragraph 5(d)

Non Hazardous Material

CUSTOMER SIGNATURE: _____ DATE: **1/20/2025**
 RENTED BY : Graham Duncan CHECKED IN BY : _____

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COMPANY RENTS THE VEHICLE DESCRIBED IN THIS AGREEMENT TO CUSTOMER ("RENTER") SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Prohibited Uses.** Renter agrees the Vehicle will not be operated or used:

- (a) By any person under the age of 21, unless a federal, state, or provincial law prohibits the setting of an age requirement.
- (b) By any person who is not a qualified and licensed driver.
- (c) By any person who has obtained authority to operate the Vehicle by fraud or misrepresentation; whose license has been suspended or revoked within the last three (3) years; or who has been convicted of a major traffic violation (excluding parking violations), including but not limited to careless or reckless driving or driving while under the influence of alcohol, drugs or other intoxicants within the prior three (3) years.
- (d) By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting the ability to drive.
- (e) In excess of applicable speed limit; in a reckless or abusive manner; in a race or speed contest; or for any illegal purpose.
- (f) Outside the scope of the driver's employment or outside the usual course of Renter's business.
- (g) When the Vehicle is loaded in excess of its maximum rated capacity; when the cargo is improperly loaded or secured; or when the Vehicle is used to transport persons other than in the passenger compartment.
- (h) To transport hazardous materials as defined by law, unless authorized in writing by the Company.
- (i) To transport any car, truck, animal, or human being inside the cargo section of the vehicle.
- (j) In any area where there is not sufficient height or width clearance or which is not paved.
- (k) In any unsafe, reckless, or grossly negligent manner.

A PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND MAKES THE VEHICLE SUBJECT TO IMMEDIATE RECOVERY BY THE COMPANY. PROHIBITED USES MAY ALSO VOID ANY APPLICABLE INSURANCE COVERAGE.

2. **Authorized Driver(s).** The Vehicle may only be driven by licensed and qualified drivers who operate the Vehicle in accordance with the terms of this Agreement.

3. **Renter's Representations and Obligations.** Renter acknowledges and agrees:

- (a) The Vehicle is owned by the Company or PACCAR Leasing Company ("PLC").
- (b) The Vehicle has been inspected by the Renter and is received in good condition.
- (c) Renter will not perform any repairs, adjustments, or replacement of any parts on the Vehicle without the Company's written consent.
- (d) The Vehicle will at all times be operated under the Renter's exclusive possession and control and only in a lawful manner in connection with present business of Renter.
- (e) Renter and Renter's drivers are not employees or agents of the Company or PLC.
- (f) Renter will pay any special license or tax required by the business of Renter, including without limitation such licenses, taxes, fines, or tolls imposed against Renter arising out of the operation of the Vehicle. Renter further agrees to file, or assist the Company in the filing of, any and all returns or reports required by any governmental authority as a result of Renter's use or operation of the Vehicle.
- (g) To conduct pre- and post-trip inspections of the Vehicle and notify Company of any Vehicle issues. Renter agrees that neither Company nor PLC will be liable for any FMCSA violations or citations for which Company and PLC were not provided notice..
- (h) To complete at the Company's request at the end of each trip a report in a format which permits the Company to comply with licensing and fuel tax reporting obligations. RENTER AGREES TO REIMBURSE THE COMPANY FOR ANY FINES OR COSTS RESULTING FROM RENTER'S INACCURATE OR INCOMPLETE TRIP REPORTS.
- (i) Fuel is not included in the cost of the rental. Renter is responsible for returning the Vehicle with a full tank. If Renter does not refuel the Vehicle prior to return, Renter will pay refueling service charges plus the cost of fuel (which may be more than retail fuel prices). Renter also is responsible for any fuel permits ordered during the term of this Agreement.
- (j) To refrain from tampering or disabling any telematics device. Renter is responsible for the full replacement cost for any loss or damage to the device. All hardware, software, and data will remain the property of PLC.
- (k) Renter shall be responsible for all damage to the Vehicle, including but not limited to cracked or broken glass, tires, and breakdowns. Renter will pay all costs to repair any damage. In cases where a tire cannot be repaired, Renter shall pay the replacement cost of the tire casing and remaining tread.
- (l) Renter has not, and does not, by this Agreement acquire any

proprietary rights or interest in the Vehicle, and Renter may not create or suffer to exist any security interest or lien upon the Vehicle. Renter shall give the Company and PLC immediate notice of such attachment or claim.

(m) Renter is responsible for compliance with federal, state, and local laws and regulations

4. **Payment.** Renter agrees to pay Company all rental and other charges set forth in this Agreement covering the Vehicle(s) without deduction or set-off. Rental charges as stated in this Agreement shall not abate but shall continue in full force and effect whether the Vehicle is inoperable, is lost or stolen, is in a state of disrepair, or is otherwise disabled for any reason. All charges shall be paid at the time of the transaction or within seven (7) days of invoice. Renter agrees to pay a late charge of 1 1/2 percent per month or the maximum legally permissible amount on each billing not to exceed 1 1/2 percent per month for all sums not paid as provided herein. Renter agrees to pay all costs of collection incurred by Company or PLC, including reasonable attorney's fees.

5. **Insurance.** Renter agrees to maintain insurance coverage during the term of this Agreement as follows:

- (a) If Renter purchases insurance coverage offered through the Allen Insurance Group, the Vehicle will be covered by an automobile liability and/or property damage insurance policy issued by Wesco Insurance Company, a copy of which is available for inspection upon request from the Company. RENTER AGREES TO COMPLY WITH AND BE BOUND BY ALL TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY, WHICH ARE INCORPORATED BY REFERENCE HEREIN. The insurance coverage shall not exceed \$1,000,000 combined single limit for both bodily injury and property damage. Coverage is excluded for property owned by or in the possession of the Renter or for any injuries of any nature whatsoever to Renter, Renter's agents, employees, guests, members of Renter's household or other occupants of the Vehicle. Additional exclusions apply and breach of this Agreement may void insurance coverage. The Company is not an insurance broker and does not warrant that the insurance coverage offered is sufficient to protect Renter from liabilities that might arise. Renter is free to purchase additional insurance as may be determined necessary.
- (b) If Renter declines liability insurance coverage offered through the Allen Insurance Group, Renter shall, at its sole cost and expense, maintain an automobile liability insurance policy with bodily injury and property damage liability limits of not less than \$1,000,000 combined single limit on a primary and not excess or contributory basis covering its liability for damages as a result of the maintenance, use, operation, storage, or transportation of the Vehicle. The insurance will be maintained with insurers licensed and authorized to do business in the states in which the Vehicle will be operated and with an "A.M. Best" rating of not less than B+ VII. The Company and PLC must be named as additional insureds without liability for premiums. The insurance must provide for prompt written notice to the Company and PLC of any failure to pay a premium and for at least thirty (30) days' prior written notice of cancellation or non-renewal of the policy and of any material change in or to the coverage. Renter shall furnish the Company with a certificate issued by the insurer or a licensed insurance broker confirming the required insurance coverage is maintained and in full force and effect.
- (c) If Renter accepts physical damage insurance coverage offered by the Allen Insurance Group, Renter's liability for physical damage to the Vehicle shall be limited to the amount shown as the deductible in this Agreement.
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- (a) each Vehicle may be equipped with a GPS device that is owned by PacLease ("GPS Device");
- (b) PacLease has the right to monitor each Vehicle through the GPS Device;
- (c) PacLease will have access to information regarding the use and operation of each Vehicle, including, but not limited to, information regarding the Vehicle's location, speed, distance traveled and operation ("Vehicle Data");
- (d) PacLease may, subject to applicable law, use the Vehicle Data to, among things: (i) monitor Vehicle performance and detect issues; (ii) repair and maintain the Vehicle; and (iii) communicate with Customer regarding its account with PacLease; (iv) enforce the Lease; and (v) comply with court orders and subpoenas. Customer agrees that it will not, or authorize any third party to, alter, disconnect, tamper with or remove the GPS Device from any Vehicle .

17. Miscellaneous Provisions. (a) Renter agrees the provisions in this Agreement apply to any substitute Vehicle made available to Renter.

(b) No right of the Company under this Agreement may be waived except in writing by an authorized representative of the Company.

(c) If any provision of this Agreement is found to be unenforceable in any jurisdiction, the remainder of the Agreement shall not be affected.

(d) Renter acknowledges that Company is not the manufacturer of the Vehicle and that Company MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE WORKMANSHIP, DESIGN OR CONDITION OF THE VEHICLE, THE MERCHANTABILITY OF THE VEHICLE, OR ITS FITNESS FOR A PARTICULAR PURPOSE.

(e) NEITHER THE COMPANY NOR PLC SHALL HAVE LIABILITY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF RENTER'S POSSESSION, USE, MAINTENANCE, STORAGE OR OPERATION OF THIS VEHICLE.

(f) This Agreement remains effective until Renter performs all obligations, including but not limited to payment of all amounts due and return of Vehicle to the Company.

(g) Customer agrees that evidence of insurance provided by Renter to Company may be shared by Company with PacLease franchisees.

(h) Renter agrees that his/her electronic signature is the legally binding equivalent to Renter's handwritten signature and that it has the same validity and meaning as Renter's handwritten signature.

(i) This Agreement contains the entire agreement between Renter and the Company. Time is of the essence. It is agreed that these terms are contractual and have not and cannot be altered, except by written addendum or amendment properly executed by the parties.

(j) The parties agree that this Agreement shall be governed in all respects by the laws of the state of the Company's domicile ("State"), as those laws apply to agreements entered and to be performed entirely within the State between the State's residents, without regard to conflict of law provisions. Renter agrees that all claims, suits, actions and proceedings involving interpretation, construction or enforcement of this agreement, whether sounding in contract, tort, or otherwise, must be brought exclusively in and resolved by a court located in the county of the Company's domicile (the "County"). Renter for itself and its executors, administrators, heirs, insurers, successors and assigns, hereby consents and subjects itself to the jurisdiction of the courts located within the County. The parties acknowledge that the transaction which is the subject matter of this Agreement bears a reasonable relation to the State, and this Agreement shall be deemed to have been executed in the State.

Truckworx PacLease
2220 Finley Boulevard
Birmingham, AL 35234
(205) 326-6170

Hours of Operation

Mon-Fri : 08:00 AM CT - 05:00 PM CT
Saturday: Closed
Sunday: Closed

**PACCENTRAL 24 HOUR
EMERGENCY SERVICE**

1-800-759-2979

PROPOSAL REFERENCES

Executive Summary of Work & Contact Information

Per the RFP requirements, bidders shall provide an executive summary of at least three examples of work of similar size and scope. Contact information for each example includes the Agency/Organization name, project manager, phone number, and email address.

1

DRC Emergency Services, LLC

Organization Details

Organization DRC Emergency Services, LLC

Address 111 Veterans Memorial Blvd, Suite 1420, Metairie, LA 70005

Website www.drcusa.com

Main Phone (504) 482-2848

Toll-Free 888-721-4DRC (888-721-4372)

Fax (504) 482-2852

Key Personnel

● **John Sullivan** *President*

Phone: (832) 731-8234

Email: jsullivan@drcusa.com

● **Joe Newman** *VP of Operations*

Phone: (214) 930-9300

Email: jnewman@drcusa.com

● **Kristy Fuentes** *VP Compliance & Admin*

Office: (504) 482-2848

Cell: (504) 220-7682

Email: kfuentes@drcusa.com

● **Lisa Garcia Walsh** *Contract Manager*

Office: (504) 482-2848

Cell: (504) 715-9052

Email: lwalsh@drcusa.com

● **Wes Holden** *Dir. of Govt Relations*

Phone: (813) 352-9942

Email: wholden@drcusa.com

● **Evan Fancher** *Regional Manager*

Phone: (205) 478-6400

Email: efancher@drcusa.com

● **Steve Crawford** *Regional Manager*

Phone: (904) 831-2656

Email: scrawford@drcusa.com

● **Clint Pate** *Business Dev. Coordinator*

Phone: (850) 527-3900

Email: cpate@drcusa.com

Executive Summary of Work

DRC Emergency Services, LLC has been a leader in disaster recovery and emergency management since 2001. Based in Galveston, TX with offices in Metairie, LA and West Palm Beach, FL, DRC has successfully completed more than \$4.7 billion in contracts over the last 22 years. The company employs over 50 full-time staff and has access to over 1,000 employees through the Sullivan Family of Companies, which includes Sullivan Land Services, SLSCO, Forgen, and Callan Marine.

DRC provides comprehensive disaster response services including emergency debris removal and management, disaster planning and training, right-of-way maintenance, marine debris salvage, vehicle and vessel removal, dredging, FEMA documentation, temporary housing and logistics, private property debris removal and demolition, sand screening and beach nourishment, technical assistance, project management, construction, demolition, and final disposal management.

With personnel having more than 500 years of combined experience, DRC has managed over 775 debris removal projects, including the removal of more than 190.6 million cubic yards of debris. DRC has responded to major disasters including Hurricanes Katrina, Gustav, Harvey, Irma, Michael, Laura, Ida, and Ian, as well as the 2010 BP oil spill. DRC was a founding member of the Disaster Recovery Contractors Association (DRCA) and maintains pre-event contracts with dozens of federal, state, and local agencies across the Southeastern United States.

Other Offices: Galveston: 6702 Broadway, TX 77554 | West Palm Beach: 500 S. Australian Ave., Suite 600, FL 33401 - (561) 820-4877

PROPOSAL REFERENCES

Executive Summary of Work & Contact Information

2

RPF Emergency Services, LLC

Organization Details

Organization RPF Emergency Services, LLC

Address 520 Mineral Trace, Suite C, Hoover, AL 35244

Website www.rpfes.net

Main Phone (205) 637-6949

General Email accounting@rpfes.net / info@rpfes.net

Hours Monday - Friday, 9:00 AM - 5:00 PM

Key Personnel

● **Hunter Fuzzell** *Principal / Founder*

Email: Contact via rpfes.net

● **Buddy Fuzzell** *Contact*

Email: Contact via rpfes.net

● **Donna Richards** *Contact*

Email: Contact via rpfes.net

● **Dennis Smith** *Contact*

Email: Contact via rpfes.net

● **Michael Cooney** *Contact*

Email: Contact via rpfes.net

Executive Summary of Work

RPF Emergency Services, LLC is a prominent leader in the Disaster Recovery and Debris Management Industry, headquartered in Hoover, Alabama. Founded in 2016 by Hunter Fuzzell, who brings extensive experience from prior roles as Director of Business Development for TFR Enterprises, Inc. and Regional Manager for DRC Emergency Services, RPF has established a longstanding reputation for completing projects in a timely and professional manner across the United States and internationally.

RPF provides a comprehensive range of disaster recovery services including disaster management and relief, debris removal and management, right-of-way maintenance, demolition, utility maintenance, landfill and debris management, FEMA temporary housing, and marine debris removal. The company employs 50-100 personnel and maintains an extensive network of over 5,000 subcontracting partners, enabling immediate and effective response regardless of event location or size.

Hunter Fuzzell has managed over 40 FEMA-reimbursable municipal projects, including work for the City of New Orleans, Louisiana Department of Transportation and Development, Alabama Department of Transportation, New York Department of Transportation, South Carolina Department of Transportation, Monroe County (FL), and Greene County (MS). Notable projects include response to Winter Storm Pax for the South Carolina DOT, where RPF supervised crews that removed and processed approximately 1.3 million cubic yards of debris and trimmed or removed 228,000 trees from over 12,000 miles of roadway.

RPF has also provided program management for the Deepwater Horizon oil spill response in Santa Rosa and Escambia County, Florida, and participated in the recovery of 53 United States citizens after the 2010 Haitian Earthquake. RPF maintains a compliance-oriented attitude, consulting regulations from local municipalities to FEMA to ensure safe and productive work environments.

3

DNR Emergency Services

Organization Details

Organization DNR Emergency Services

Key Personnel

● **Glen Nelson** *Owner / CEO (Financial)*

● **Ann Nelson** *Contact*

Executive Summary of Work

DNR Emergency Services provides emergency response and disaster recovery services. The company is led by Glen Nelson, Owner and CEO, who oversees the financial and operational aspects of the organization. Ann Nelson serves as a key point of contact for the company.

Note: Additional company details (phone number, email, address, and expanded description of services) can be provided upon availability of further information.

CONCENTRIC CORPORATION OF AMERICA

Statement of Qualifications

Storm & Disaster Response and Recovery
Services & Equipment

Via TruckGo / Vortex Division

Prepared for
Lexington-Fayette Urban County Government
RFP #6-2026

March 2026

concentriccorp.us | London, Kentucky

COMPANY OVERVIEW

Concentric Corporation of America (CCA) is an asset-based management firm providing integrated services across the industrial, energy, transportation, and construction sectors. Originally established in 1979 as STACO Building Company and later reorganized under the Concentric Corporation umbrella, CCA has evolved into a diversified holding company with subsidiaries and divisions operating across multiple states.

CCA's current portfolio encompasses construction services (STACO Building Company), fleet-based transportation (TruckGo/Vortex), and specialized industrial services. This Statement of Qualifications is submitted through CCA's TruckGo subsidiary and its Vortex Division, which serve as the company's dedicated platform for storm response, disaster recovery, and emergency equipment mobilization services.

TruckGo

TruckGo is a wholly-owned subsidiary of CCA and a fleet-based transportation and logistics company founded in 2022 by CEO Dylan Baker. TruckGo operates a growing fleet of commercial vehicles and heavy equipment, providing transportation services, equipment hauling, and specialized logistics across the Southeast and Mid-Atlantic regions. TruckGo holds all necessary operating authority, insurance, and DOT compliance credentials to support municipal and government storm response contracts.

Vortex Division

Vortex is TruckGo's specialized division dedicated to storm and disaster response, emergency debris removal, and mass mobilization operations. Vortex serves as the operational arm for CCA's emergency services capabilities, leveraging the combined assets, personnel, and infrastructure of the entire Concentric Corporation portfolio to deliver rapid, scalable response to municipal and government agencies.

Vortex specializes in:

- > **Emergency storm cleanup and debris removal following severe weather events**
- > **Mass mobilization of trucks, heavy equipment, and qualified operators on short notice**
- > **Snow and ice removal operations for municipal roadways and public infrastructure**
- > **Disaster response and recovery services including downed tree removal, road clearing, and infrastructure restoration**
- > **24/7 on-call availability with rapid deployment capability (4-hour response window)**
- > **Fleet management of CDL-licensed operators and DOT-compliant vehicles**
- > **Coordination with municipal agencies for supervised storm response operations**

Through the combined resources of CCA, TruckGo, and the Vortex Division, this proposal represents a fully integrated storm response capability backed by corporate-level financial resources, an established equipment fleet, qualified CDL operators, and a management team with direct municipal emergency operations experience.

PRIOR GOVERNMENT & MUNICIPAL EXPERIENCE

CCA, through TruckGo/Vortex, has an established and growing track record of providing emergency response, storm debris removal, and heavy equipment services to government and municipal clients. Notable engagements include:

City of Lexington, Kentucky - Emergency Equipment & Operations

Client: City of Lexington, 200 E. Main Street, Lexington, KY 40507

Period: February 2 - February 12, 2026

Scope: Emergency equipment and operations deployment including skid steers with operators and groundsmen, excavators with operators and groundsmen, quad-axle dump trucks, and tandem-axle dump trucks for snow removal and storm debris operations.

Hurricane Milton Response - Florida Municipal Contracts (2024)

CCA/TruckGo deployed storm response crews and equipment across multiple Florida municipalities in the aftermath of Hurricane Milton, one of the most destructive storms in Florida history. Engagements included:

- > **City of Sarasota / Milton, Florida - Hazardous limb and tree removal operations including removal of hazardous limbs (1,005 units), hazardous trees 6"-12" (382 units), hazardous trees 13"-24" (166 units), and hazardous trees 25"-36" (27 units). Operations conducted under direct municipal supervision with final reconciliation and closeout completed.**
- > **City of DeLand, Florida - Hurricane Milton emergency debris removal and storm response services. Final release and project closeout completed.**
- > **Manatee County, Florida - Hurricane Milton emergency storm response operations including debris removal and infrastructure clearing. Final data reconciliation in progress.**

Hurricane Helene Response - Spartanburg County, SC (2024)

Client: Spartanburg County, South Carolina

Scope: Emergency storm debris removal and disaster response operations following Hurricane Helene. CCA/TruckGo provided crews, heavy equipment, and operators for debris removal, road clearing, and infrastructure restoration under county emergency management direction.

Additional Municipal & Government Work

Through its STACO Building Company subsidiary, CCA also maintains active construction relationships with the City of Danville, Kentucky and the City of London, Kentucky, demonstrating broad municipal contracting experience across different service categories.

Summary: Across these engagements, CCA/TruckGo/Vortex has demonstrated the ability to rapidly mobilize equipment and personnel, operate under direct municipal supervision, manage complex multi-crew field operations, and complete projects on time with full regulatory compliance and data reconciliation.

STORM & DISASTER RESPONSE CAPABILITIES

CCA, through TruckGo's Vortex Division, maintains a standing readiness posture for emergency storm and disaster response operations. Our capabilities are specifically aligned with LFUCG requirements for on-call storm response and equipment mobilization services.

Rapid Mobilization

- > 24/7 contact number staffed for coordination of on-call services
- > Ability to accept/reject service requests within four (4) hours of notification
- > Equipment and operators staged for rapid deployment to LFUCG staging areas
- > Scalable workforce of CDL-licensed operators available for immediate dispatch
- > Continuous operations capability with shift scheduling compliant with CDL hour regulations

Equipment Fleet

- > Single-axle and tandem-axle dump trucks with snow plow and spreader attachments
- > Front-end loaders, skid steers, and backhoes for debris removal and road clearing
- > Flatbed trucks and equipment haulers for rapid equipment transport
- > All equipment maintained in excellent mechanical condition per DOT standards
- > Properly registered, licensed, and insured vehicles in compliance with KRS requirements
- > GPS/AVL-equipped fleet for real-time tracking and performance monitoring

Operational Standards

- > All operators hold valid Commercial Drivers Licenses (CDL) as required
- > English-proficient drivers capable of understanding instructions, maps, and routing
- > Strict compliance with State and Federal operator hour regulations
- > Equipment inspection readiness - fleet maintained to pass LFUCG initial and shift inspections
- > Comprehensive insurance coverage meeting all LFUCG Risk Management Provisions
- > Proof of ownership or possession documentation available for all equipment upon request
- > Sub-contractor management with pre-approved personnel and equipment lists

Service Areas

- > Snow and ice removal from streets, highways, and parking lots
- > De-icing material application per LFUCG-specified rates and routes
- > Storm debris removal - downed trees, limbs, and obstructions
- > Emergency road clearing and infrastructure access restoration
- > Disaster recovery support as directed by LFUCG supervisory personnel

MANAGEMENT TEAM

Dylan Baker

Chief Executive Officer (CEO) & Founder | Concentric Corporation of America | London, Kentucky

Dylan Baker is the founder and CEO of Concentric Corporation of America, bringing a distinctive combination of hands-on union trades expertise, advanced corporate management experience, and entrepreneurial leadership to CCA's storm response and emergency services operations. Mr. Baker's career spans union millwright and carpenter work, heavy industrial maintenance, transportation company founding, and multi-entity corporate management - providing CCA with a CEO who understands both field-level operations and corporate-level strategy as they apply to storm response and equipment mobilization.

Union Trades & Industrial Background

Mr. Baker's career foundation was built in the millwright and carpenters union, where he developed precision mechanical expertise in heavy industrial settings. This hands-on background in equipment operation, maintenance, and industrial project execution provides direct operational insight into the fleet management and heavy equipment services central to storm response and equipment mobilization.

Storm Response Role:

As CEO, Mr. Baker provides strategic direction for all CCA storm response operations through TruckGo/Vortex, including fleet acquisition decisions, client relationship management with municipal agencies, and capital allocation for equipment readiness. His direct experience founding TruckGo in 2022 and building the Vortex Division gives him hands-on knowledge of every aspect of the fleet-based disaster response operation.

Core Competencies:

- > Union millwright and carpenter trades with heavy equipment and industrial expertise
- > Fleet-based transportation company founding and scaling (TruckGo, 2022-Present)
- > Multi-entity corporate structure and operations management
- > Municipal and government contract management
- > Strategic planning, capital structure management, and banking relationships
- > Emergency operations planning and rapid mobilization strategy

Keith Kennedy

Chief Architect / Head of Design | Concentric Corporation of America | 39+ Years Experience | St. Louis, MO

Keith Kennedy brings nearly four decades of architectural, engineering, and project leadership experience to Concentric Corporation of America. Mr. Kennedy joined CCA in November 2025 following a distinguished 15-year tenure with the U.S. General Services Administration (GSA), the federal agency responsible for managing government buildings and real estate. His career spans federal government architecture, Fortune 500 corporate construction, and private-sector architectural practice - providing CCA with institutional-grade design and project delivery capabilities.

Career History:

- > General Services Administration (GSA) - Program Manager / Branch Chief, Region 5 PBS Design & Construction Project Delivery Division (Jan 2011 - Nov 2025, 14 years 10 months)
- > Durrant Group - Managing Principal, St. Louis Office (May 2005 - Jan 2011, 5 years 8 months). Led a 30+ person architectural/engineering firm.
- > The May Department Stores Company - Manager of Construction Planning (Mar 1996 - May 2005, 9 years 2 months). Managed corporate capital budgets exceeding \$40 million annually.
- > Kenneth Balk and Associates - Project Manager / Project Architect (Apr 1986 - May 2005, 19 years 1 month). Private-sector architectural practice.

Storm Response Role:

Mr. Kennedy provides infrastructure assessment and facility planning support for CCA's storm response operations through TruckGo/Vortex. His experience managing large-scale federal construction programs and capital improvement projects ensures disciplined, code-compliant assessment of storm-damaged infrastructure and coordination of recovery resources.

Core Competencies:

- > 39+ years in architectural design, engineering, and project leadership
- > Federal government construction program management (GSA, 15 years)
- > Corporate capital budget management (\$40M+ annually)
- > Infrastructure assessment and damage evaluation
- > Quality control/quality assurance and regulatory compliance
- > Facility assessment and capital improvement strategy

Courtney Deaton

Chief Operating Officer (COO) | Concentric Corporation of America | London, Kentucky

Courtney Deaton serves as Chief Operating Officer for Concentric Corporation of America, providing direct operational oversight across all CCA divisions including TruckGo/Vortex storm response operations. Ms. Deaton simultaneously serves as COO of KGA Transport, demonstrating her capacity to manage multi-entity operations concurrently. Since joining CCA in January 2024, she has been instrumental in scaling operational processes to support the company's rapid growth.

Storm Response Role:

Ms. Deaton oversees operational execution of all storm response deployments through TruckGo/Vortex, including resource allocation, equipment scheduling, subcontractor coordination, and compliance with LFUCG contract requirements. Her responsibilities encompass budget tracking, vendor management, multi-state operations coordination, and ensuring continuous shift coverage during extended storm events.

Core Competencies:

- > Multi-division and multi-entity operations management (construction, transportation, industrial)
- > Project budget oversight, cost control, and resource allocation
- > Subcontractor and vendor performance management across 50+ relationships
- > Safety compliance, quality control, and continuous process improvement
- > Multi-state operations coordination and field team management
- > Emergency operations logistics and rapid deployment coordination

Emily Thomas

Chief of Staff (COS) | Concentric Corporation of America | London, Kentucky

Emily Thomas serves as Chief of Staff for Concentric Corporation of America, operating as the central coordination point between the CEO and all operational divisions. Reporting directly to CEO Dylan Baker, Ms. Thomas manages executive communications, strategic initiative tracking, and cross-departmental alignment across CCA's growing portfolio of companies including TruckGo/Vortex.

Storm Response Role:

Ms. Thomas coordinates HR operations, payroll administration, and personnel management for all storm response deployments through TruckGo/Vortex. She manages employee onboarding for seasonal and on-call storm response operators, oversees compliance documentation, and ensures seamless workforce coordination across field operations during emergency mobilizations.

Core Competencies:

- > Executive support, CEO liaison, and strategic initiative management
- > Multi-entity HR operations, employee onboarding, and workforce coordination
- > PEO administration (Adams Keegan), W-2 and 1099 payroll structures
- > Cross-departmental process improvement and operational coordination
- > Vendor relationship management and contract administration
- > Emergency workforce mobilization and personnel logistics

Rick Purvis

Senior Operations Manager / Vortex Division Lead | TruckGo - Vortex Division | Richmond, Kentucky

Rick Purvis is an accomplished operations and continuous improvement leader with over 20 years of experience in manufacturing, production management, fleet logistics, and transportation operations. A Lean Six Sigma Green Belt certified professional, Mr. Purvis brings proven expertise in implementing process improvements, managing large-scale operations, and leading multidisciplinary teams in high-output, safety-critical environments.

Storm Response Role:

As Vortex Division Lead, Mr. Purvis serves as the primary point of contact for all storm response operations. His extensive background in transportation supervision, fleet management, production operations, and continuous improvement enables him to coordinate equipment deployment, manage field crews, and ensure all operational standards are met during emergency mobilizations. His CDL certification, military leadership training, and experience managing 80+ daily loads and fleets of semis directly translates to the rapid-mobilization demands of municipal storm response contracts.

Core Competencies:

- > Lean Six Sigma Green Belt - process optimization and continuous improvement
- > Class A CDL holder with fleet and transportation management experience
- > Production and operations management across manufacturing and logistics
- > Military leadership training (U.S. Army, U.S. Air Force)
- > Multi-site plant management and workforce supervision (25+ direct reports)
- > Transportation logistics - dispatching, scheduling, and fleet coordination

Michael Marrugo

Assistant Project Manager / Field Operations Supervisor | TruckGo - Vortex Division | Concentric Corporation of America

Michael Marrugo brings a diverse technical and leadership background spanning aviation, electronics, automotive, communications, and disaster relief operations to the Vortex team. His multidisciplinary experience and hands-on approach make him a dynamic force in driving project execution, operational efficiency, and team coordination.

Storm Response Role:

As Assistant Project Manager on the Vortex team, Mr. Marrugo provides direct field supervision of storm response crews and equipment operators. His four years of disaster relief experience -- including three as Yard Director managing crews, logistics, and heavy equipment -- gives him proven capability in rapid mobilization under demanding conditions. He is responsible for on-site quality control, operator check-in/check-out with LFUCG supervisors, equipment inspection compliance, crew logistics coordination, and ensuring continuous operations during storm events.

Core Competencies:

- > Four years disaster relief operations leadership including Yard Director role
- > Eight years U.S. Navy aviation electronics and mission-critical systems maintenance
- > Field crew supervision, logistics coordination, and heavy equipment management
- > Multidisciplinary technical expertise (aviation, electronics, automotive, networking)
- > Hands-on operational and team leadership with strong safety and compliance mindset
- > Business ownership and operations management experience

Joey Johnson

Fleet Operations Manager | TruckGo - Vortex Division | Concentric Corporation of America

Brandon Joseph "Joey" Johnson brings a strong combination of military logistics experience, heavy equipment operations, and fleet management expertise to TruckGo's Vortex Division. A Class A CDL holder with Hazmat and Tanker endorsements, Mr. Johnson possesses the exact credentials and operational knowledge required for managing fleet readiness in municipal emergency response operations.

Storm Response Role:

Mr. Johnson manages all fleet operations for CCA storm response deployments through TruckGo/Vortex. He is responsible for equipment maintenance and readiness, DOT compliance, vehicle registration and licensing verification, GPS/AVL equipment coordination, and ensuring all vehicles pass LFUCG inspection requirements prior to service deployment. His four years at the Bluegrass Army Depot handling military logistics and DOT-compliant cargo operations provides directly relevant experience for managing fleet readiness under government contracts.

Core Competencies:

- > Class A CDL with Hazmat and Tanker endorsements
- > Fleet maintenance, equipment readiness, and regional logistics management
- > DOT compliance, vehicle registration oversight, and cargo handling
- > U.S. Army installation logistics experience (Bluegrass Army Depot, 4 years)
- > Forklift operations (20K capacity) and heavy equipment coordination
- > GPS/AVL fleet tracking, safety inspections, and crew supervision

Jake Prewitt

Safety and Compliance Officer | TruckGo - Vortex Division | London, Kentucky

Jake Prewitt brings nearly a decade of experience in FMCSA compliance as a former commercial vehicle inspector for the Kentucky State Police. Mr. Prewitt holds multiple industry certifications including CVSA Part A, CVSA Part B, General Hazmat, Cargo Tank and Other Bulk Packaging, Crisis Intervention, Accident Reconstruction, and OSHA 30. His deep expertise in trucking compliance, commercial vehicle inspection, and safety regulation enforcement makes him a critical asset for ensuring the safety and regulatory compliance of all TruckGo/Vortex storm response operations.

Storm Response Role:

Mr. Prewitt ensures all CCA storm response operations through TruckGo/Vortex comply with federal, state, and local safety regulations. His background as a Kentucky State Police commercial vehicle inspector gives him direct, authoritative expertise in the exact regulatory framework governing the vehicles and operators deployed under LFUCG storm response contracts. He manages driver safety certification verification, CDL compliance monitoring, equipment safety inspections, FMCSA compliance, incident reporting, and ensures operators do not exceed maximum allowed working hours per State and Federal CDL regulations.

Core Competencies:

- > Nearly a decade of FMCSA compliance and commercial vehicle inspection (Kentucky State Police)
- > CVSA Part A and Part B certified commercial vehicle inspector
- > OSHA 30 certified - enterprise-wide safety program management
- > Hazmat, Cargo Tank, and Bulk Packaging certification
- > Accident reconstruction and crisis intervention expertise
- > DOT/FMCSA regulatory compliance and audit readiness

ORGANIZATIONAL STRUCTURE

Name	Title	Entity	Reports To	Location
Dylan Baker	CEO & Founder	CCA	Board	London, KY
Keith Kennedy	Chief Architect / Head of Design	CCA	CEO	St. Louis, MO
Courtney Deaton	COO	CCA	CEO	London, KY
Emily Thomas	Chief of Staff	CCA	CEO	Dallas, TX
Rick Purvis	Sr. Operations Mgr / Vortex Lead	TruckGo/Vortex	COO	Richmond, KY
Michael Marrugo	Asst. Project Mgr / Field Ops	TruckGo/Vortex	Sr. Ops Mgr	Field Operations
Joey Johnson	Fleet Operations Manager	TruckGo/Vortex	COO	London, KY
Jake Prewitt	Safety & Compliance Officer	TruckGo/Vortex	COO	London, KY

STORM RESPONSE DEPLOYMENT STRUCTURE

Function	Lead	Responsibility	Availability
Executive Oversight	Dylan Baker, CEO (CCA)	Strategic direction, client relations, contract management	24/7 On-Call
Operations Command	Courtney Deaton, COO (CCA)	Resource allocation, budget oversight, multi-division coordination	24/7 On-Call
Field Operations	Rick Purvis, Vortex Lead	Crew deployment, equipment coordination, LFUCG liaison	24/7 On-Call
Field Supervision	Michael Marrugo, Asst. PM	On-site crew management, operator check-in/out, quality control	24/7 On-Call
Fleet Readiness	Joey Johnson, Fleet Ops Mgr	Equipment maintenance, DOT compliance, inspection readiness	24/7 On-Call
Safety & Compliance	Jake Prewitt, Safety Officer	CDL/FMCSA verification, operator hours, incident response	24/7 On-Call

COMPANY AFFILIATIONS & PORTFOLIO

Entity	Type	Description
Concentric Corporation of America	Parent / Holding Company	Asset-based management firm; headquartered in London, KY (Est. 1979)
TruckGo	Subsidiary (CCA)	Fleet-based transportation and logistics; founded by Dylan Baker (2022)
Vortex	Division (TruckGo)	Storm response, disaster recovery, and emergency equipment mobilization operations
STACO Building Company	Subsidiary (CCA)	Metal building construction and erection; MBCEA member

Concentric Corporation of America | TruckGo / Vortex Division
 concentriccorp.us | London, Kentucky
 Prepared in response to LFUCG RFP #6-2026 | March 2026



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #6-2026 Storm & Disaster Response and Recovery Services & Equipment** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 10, 2026**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave. <https://lexingtonky.ionwave.net/>

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor. The LFUCG reserves the right to award to one or multiple vendors.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Qualifications 40 Points
2. Price 40 Points
3. References 20 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through:
<https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract

AFFIDAVIT

Comes the Affiant, Courtney Deaton, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Courtney Deaton and he/she is the individual submitting the proposal or is the authorized representative of Concentric Corporation Of America, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Laurel

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Courtney Deaton on this the 10 day
of March, 2026.

My Commission expires: 03/11/2026



KYNP45912

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.


The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County

Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Concentric Corporation of America

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Courtney Deaton

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators					1												1	
Professionals		10	4				1										10	5
Supervisors				1													1	
Foremen		5															5	
Technicians		3															3	
Protective																		
Para-																		
Office/Clerical			10														10	
Skilled Craft		10	2			20	5										30	7
Service/ Maintenance																		
Total:																	49	23

Prepared by: Courtney Deaton Date: 03 /10 /2026

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: Concentric Corporation of America

Complete Address: 128 Dav Lane London KY 40741
Street City Zip

Contact Name: Dylan Baker Title: CEO

Telephone Number: 606.682.7217 Fax Number: _____

Email address: Dylan@concentriccorp.us



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #6-2026 Storm & Disaster Response and Recovery Services & Equipment

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. A D E Contracting, Inc. 1044 Duncan Road Lawrenceburg, KY 40342 (859) 621-7941 ADEINC1@aol.com	DBE	Storm drainage & storm sewer repair, clearing & grubbing, site excavation, debris removal	\$175,000	10%
2. Blaze Enterprises, LLC 321 Main Street Clay City, KY 40312 (606) 663-0011 camille@blazeenterprises.com	WBE	Waste removal, roll-off container services, environmental debris hauling & disposal	\$125,000	7%
3. Abbie Jones Consulting, PSC 167 W. Main St, Ste 600 Lexington, KY 40507 (859) 231-8936 abbie@abbiejones.com	WBE	Floodplain consulting, stormwater design, erosion control design & inspections	\$85,000	5%
4. Barmac, LLC 57 Craft's Colly Road Millstone, KY 41838 (606) 855-7047 joann@barmacllc.com	WBE	Earth moving, site preparation, road clearing & debris management, fence repair	\$115,000	7%

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Concentric Corporation of America

Dylan Baker

Company
03/10/2026

Company Representative
CEO

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP_6_2026_Storm_Disaster

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/ SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A - No substitutions at this time					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Concentric Corporation of America

Company

Dylan Baker

Company Representative

03/10/2026

Date

CEO

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: Concentric Corporation of America **Date:** 03/10/2026
Project Name: Storm & Disaster Response & Recovery **Project Number:** RFP #6-2026
Contact Name: Dylan Baker **Telephone:** 606.682.7217
Email: Dylan@concentriccorp.us

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE

MBE

WBE

SBE

VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses,

DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Concentric Corporation of America

Company

03/10/2026

Date

Dylan Baker

Company Representative

CEO

Title

4870-1925-6809, v. 1

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to

bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.



Signature

03/10/2026

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate	\$1 million per occurrence, \$2 million

(Insurance Services Office Form CG 00 01)	or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	per occurrence \$1 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$5 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Specifications

Background:

The Lexington-Fayette Urban County Government owns their own fleet vehicles that are equipped for plowing snow and spreading salt on primary roadways. As well as storm response and recovery for other events. In larger snowfalls and other events, this equipment may not be enough to clear neighborhood streets within reasonable time frame. In the event of a storm or a declared emergency condition that is beyond the capabilities of the LFUCG. LFUCG is seeking to establish unit price contracts for snow and ice removal equipment to supplement LFUCG resources. The vendors selected are offering to provide fully equipped and staffed vehicles and/or equipment on an on-call and as needed basis. ***As such, under this contract there WILL NOT be any fit-up cost reimbursement nor any annual guaranteed minimum contract amounts.***

For events with higher accumulations, or for a series of storms resulting in higher total accumulation of snow, ice storms, or other debris LFUCG may wish to activate supplemental roadway clearing services. Other determining factors include whether previous accumulations may be on the ground, or whether temperature predictions indicate a rapid melting or extended freezing conditions to follow a storm.

Therefore, it is the intent of this RFP to solicit proposals from contractors to provide services and equipment to include but not limited to snowplows with operators suited for roadway clearing from LFUCG streets as supplemental snow plowing operations, ice, or other debris removal operations.

The Lexington-Fayette Urban County Government has approved and adopted

Snow Response Plan as well as Emergency Operations Plan. These plans set forth operational frameworks to include street priorities for snow removal and treatment of icy street surfaces by Lexington-Fayette Urban County Government or other emergency public safety situations and responses.

In addition to Snow/Ice response LFUCG may seek to use these same services and associated equipment to assist in debris removal activities following a flood, earthquake or other natural disaster requiring such services. This RFP is intended to secure a listing of private contractors having equipment and employees that could be hired at pre-determined rates to work in conjunction with LFUCG staff and equipment under the direction of LFUCG's Environmental Quality and Public Works Staff Department or Division of Emergency Management.

Equipment List

LFUCG may require the following equipment (or equivalent where manufacturer is listed):

1. Motor Graders w/blade & escort/safety vehicle 125HP or less
2. Motor Graders w/blade & escort/safety vehicle 126HP - 175HP
3. Motor Graders w/blade & escort/safety vehicle 176HP - 250HP
4. Motor Graders w/blade & escort/safety vehicle 251HP or larger
5. Front-End Loader/Wheel Loader 40HP or less
6. Front-End Loader/Wheel Loader 41HP - 74HP
7. Front-End Loader/Wheel Loader 75HP - 109HP
8. Front-End Loader/Wheel Loader 110HP - 199HP
9. Front-End Loader/Wheel Loader 200HP or larger
10. Front-End Loader - Other (i.e. Loader w/grapple, shaker, etc. please specify)
11. Combo Backhoe/Loader 40HP or less
12. Combo Backhoe/Loader 41HP - 70HP
13. Combo Backhoe/Loader 71HP - 89HP
14. Combo Backhoe/Loader 90HP or larger
15. Combo Backhoe/Loader Other (i.e. Loader w/grapple, Hoe Ram etc. please specify)
16. Dump Truck with Snowplow Single Rear Axle **W/out** spreader (26,000 GVWR or larger)
17. Dump Truck with Snowplow Single Rear Axle **WITH** spreader (26,000 GVWR

- or larger)
18. Dump Truck with Snowplow Multiple-Rear Axle **W/out** spreader (26,000 GVWR or larger)
 19. Dump Truck with Snowplow Multiple-Rear Axle **WITH** spreader (26,000 GVWR or larger)
 20. Dump Truck for debris hauling capacity: Less than Ten (10) yards
 21. Dump Truck for debris hauling capacity: 11 - 19 yards
 22. Dump Truck for debris hauling capacity: 20 - 29 yards
 23. Dump Truck for debris hauling capacity: 30 or more yards
 24. Truck With Snowplow (7' min.) 4WD W/Salt Spreader (1.75yd min.) *Must have strobe lights
 25. Truck With Snowplow (7' min.) 4WD W/out Salt Spreader *Must have strobe lights
 26. Track hoe/Excavator Less than 10 Ton (Mini-Excavator)
 27. Track hoe/Excavator - 10 - 19 Ton
 28. Track hoe/Excavator - 20 - 29 Ton
 29. Track hoe/Excavator - 30 - 45 Ton
 30. Track hoe/Excavator - Greater than 45 Ton
 31. Transport truck w/trailer (Flatbed/Lowboy/Open/Enclosed) less than 10 Ton
 32. Transport truck w/trailer (Flatbed/Lowboy/Open/Enclosed) up to 24 Ton Capacity
 33. Skid Steer/Skid Loader: Mini/Stand-up/Dingo
 34. Skid Steer/Skid Loader: Small Frame Under 50 HP
 35. Skid Steer/Skid Loader: Medium Frame 50-69 HP
 36. Skid Steer/Skid Loader: Large Frame 70 HP or larger
 37. Sanding Truck (5CY)
 38. Knuckle Boom
 39. Bucket Truck
 40. Mobile Crane: Less than 30 Ton Capacity
 41. Mobile Crane: 31-60 Ton Capacity

NOTE: EQUIPMENT RATES LISTED SHALL BE ALL INCLUSIVE. THIS INCLUDES ALL TIME, MATERIALS, FUEL, CONSUMABLES, AND/OR REPAIRS. LFUCG WILL NOT REIMBURSE FOR ANY ADDITIONAL COST THIS INCLUDES FUEL, MILAGE, OR MOBILIZATION. DUTY HOURS WILL NOT BEGIN UNTIL THE EQUIPMENT REPORTS TO THE STAGING AREA MANAGER “READY” FOR ASSIGNMENT.

All Roadway Salt or liquid treatment materials will be supplied by LFUCG. DO NOT include in your hourly rates.

Enter the hourly rate (including labor) for ALL pieces of equipment you can provide in Ion Wave on the Line Item Tab. If you cannot provide a piece of equipment please click the “no bid” button on the line item. If you can provide other equipment not listed here, please attach a separate sheet listing the equipment type and hourly rate.

Scope of Work

Each contracted company will be required to adhere to the following:

1. Contractors shall furnish all labor, materials and equipment for the removal of snow/ice/debris or other response activities as otherwise directed by LFUCG. This will include but not limited to the streets and/or parking lots.
2. Contractor shall furnish verification of ownership or control of equipment if leased (upon request). LFUCG reserves the right to inspect equipment for serviceability and capacity to complete contracted work. LFUCG reserves the right to reject equipment
3. Notification/request for services:
 - *Contractors shall provide LFUCG with a 24/7 contact number for the coordination of the “On-Call” services.*
 - *LFUCG, whenever practical, will provide advanced notice for potential service needs based on National Weather Service forecasts or other sources as applicable related to any predicted event.*
 - *Once an event occurs requiring LFUCG to request services under this contract, LFUCG shall notify the contractor at the provided 24/7 contact number. The contractor shall have four (4) hours to accept/reject the request. The response must also include the equipment/services the contractor is able to supply and an estimated time the equipment will arrive at the LFUCG staging area.*
4. All operators of vehicles requiring a Commercial Driver’s License (CDL) licensed operator, must have a valid Commercial Driver’s License on their person while engaged in the performance of this Contract.
5. To ensure the overall safety of all personnel involved in the snow

operations, including the general public, the Contractor shall be required to provide drivers/operators who are able to communicate in the English language. Contractor shall be required to demonstrate that his/her drivers are capable of understanding instructions and/or maps in English. No payment will be made to the Contractor for failure to provide a driver capable of understanding these instructions.

6. No compensation shall be allowed over and above the hourly rate for operator and equipment overtime or fringe benefits. Fixed Hourly Rates paid under this Contract shall only be for hours at the job site. Time spent for transportation of workers or movement of Contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the fixed hourly rates. This hourly rate shall include the furnishing of all fuel, lubrication, supplies, repairs and maintenance to equipment.
7. The Contractor shall be responsible for establishing schedules so that operators/drivers are not permitted to work more hours than that allowed under the Commercial Drivers License requirements. Any shift changes shall be made to ensure continuous operations.
8. LFUCG reserves the right to require immediate removal of any Contractor employee or equipment from LFUCG services in the event they are deemed unfit for service for ANY reason not contrary to law. This right is non-negotiable, and the Contractor agrees to this condition by accepting this Contract. The Contractor should have enough qualified people to be able to provide a replacement within twenty-four (24) hours.

INITIAL INSPECTION: All equipment shall be of good general appearance, be free of human graphic art (Company logos and graphics are acceptable), be in excellent mechanical condition, and be approved for use by an LFUCG inspection team.

Vendors that are selected and awarded contracts shall upon request provide a written list of equipment, including make and model, year, VIN and a list of proposed required attachments to any proposed equipment, including make and model numbers of equipment proposed to provide services under the contract.

Vendor vehicles and equipment shall be subject to inspection whenever reporting for a shift. Equipment must pass LFUCG's inspection and these requirements prior to being released to perform contracted services. Vehicles, Equipment, or Drivers failing to meet these requirements will be rejected. Providing Vehicles, Equipment, or Driver/Operators failing to meet the contract requirements may be subject to contract cancellation.

Any repairs or equipment parts required by the LFUCG inspection team, for passage of the inspection, shall be the responsibility of the Contractor and will be incidental to the bid submitted.

Vendor shall furnish additional support persons as needed at no additional cost to the LFUCG to assist in the coordination of the operation of the equipment or to make repairs to equipment that have broken down and are not back in service in a timely manner.

Vendor shall instruct operators to inform the base of operations for those times that the equipment is out of service, such as rest periods, lunch breaks, or other periods when the equipment is not in service. Failure to notify base of operations shall result in a penalty of \$250.00 per occurrence.

The LFUCG's supervisor's log will be the document used to determine the Contractor's payment for each pay period. It is the vendors responsibility to ensure their drivers/operators properly check in/out with LFUCG supervisor to accurately document contracted "In-Service" hours of operation for invoicing.

LFUCG Responsibilities

LFUCG shall inform the Vendor that his drivers/operators will be under the direct supervision of the LFUCG's supervisor at the base for operations.

LFUCG shall provide job tasking, routing, or other instructions to the Vendor's operators in the same manner as provided to the LFUCG's operators.

LFUCG shall furnish all de-icing materials and forms at the base for operations. At the conclusion of a callout event all salt remaining in the truck shall be unloaded at the LFUCG facility. Any de-icing material provided by LFUCG shall not be used for any other routes besides those assigned by LFUCG.

LFUCG shall furnish the Vendor's operators with their primary routes for snow and ice removal, along with an estimated time to complete plowing or salting operations and with an application rate for the de-icing chemicals that are to be applied.

A minimum time period of four (4) hours will be guaranteed payment for provided vehicle/equipment per the Unit Price on each call-out; in addition, a two (2) hour minimum guaranteed payment shall be made if conditions require a second or subsequent shift to relieve the prior shift due to having worked the maximum number of hours per State and Federal Regulations.

Vehicles/equipment that fail equipment or driver inspections and are unable to be placed into contracted service WILL NOT be paid any minimums. It is the vendors responsibility to provide vehicles and equipment meeting all requirements of the contract.

Payment for this item will be made on a monthly basis for the hours recorded and verified in the LFUCG's logbook and the logbook of the Contractor's operator for each truck unit.

A vendor performance evaluation shall be completed after each snow season.

Changes and Modifications to the Contract

The LFUCG reserves the right to add new and similar items, with the consent of the vendor, to the unit price contract. If an addition is agreeable to both parties, the LFUCG will issue a Modification. The new work specified in the modification shall not commence until formal notice of the Modification is provided by LFUCG.

During the period of the contract, a modification shall not be permitted (with the exception of pricing as stated previously) in any of its conditions and specifications, unless the contractor receives electronic or written approval from the LFUCG. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the LFUCG for consideration and decision.

Required Submittals

Bid Table

1. Bidders shall complete RFP Bid Table on the Ionwave Portal. Bid table will list equipment mentioned in specifications and bidders will submit an operation rate per hour for each piece of equipment. Operation rate shall include furnishing of all fuel, lubrication, supplies, repairs, delivery, and maintenance costs of equipment.
2. Bidders **are not** required to submit on every piece of equipment and may submit additional equipment on a separate sheet uploaded with your proposal to specify types of service.

Contact Sheet

3. Bidders shall complete the RFP Company Information and Contact Sheet on page 13.

Statement of Qualifications

4. Bidders shall provide a brief history of the firm. Indicate the firm's background in providing these services to governmental entities. Provide a description of the Proposer's unique ability to meet the requirements of the RFP.
5. Statement of qualifications should be limited to 10 pages.

References

6. Bidders shall provide an executive summary of at least three examples of work of similar size and scope. Provide contact information for each example includes the Agency/Organization name, project manager, phone number, email address.

PROOF OF OWNERSHIP: Vendor shall upon request furnish proof of ownership or possession for each piece of equipment. This will include:

The vendor is responsible for ensuring any and all sub-contractor's trucks meet all contract requirements including but not limited to, licensing, registration, and insurance.

If/when applicable - All DOT numbers will be checked prior to award. Companies shall be in good standing on all Motor Carrier license(s) to include all taxes and fees. Prior to an award, if a company is not in good standing, the vendor will be notified in writing and given an opportunity to become compliant with all license(s) to include all taxes and fees required to operate. If at any time during the contract period a vendor is not in good standing, the LFUCG reserves the right to offset monies due the vendor in order to satisfy any vendor debt owed to the LFUCG. Furthermore, the LFUCG reserves the right to cancel the contract for vendor's failure to adhere to and perform per the contract terms, conditions, and specifications.

Use of sub-contractors is at LFUCG's discretion and approval: If using sub-contracts, the vendor is required to submit a list of subcontractors with a contact name and phone number with bid submission. Only approved sub-contractor equipment and personally may be used. The vendor is responsible to ensure all sub-contractor information remains accurate for the entire term of the contract. If sub-contracted equipment or personnel arrives for an event and they have not been previously submitted and approved, the vendor shall be assessed a \$250.00 penalty, and \$250.00 penalty per hour until an approved equipment or driver arrives to perform the contracted service.

EQUIPMENT: Vendor shall furnish equipment that is in good mechanical working condition with all maintenance and repairs including all fuel and lubrication necessary for its operation.

The LFUCG reserves the right to provide AVL (Automatic Vehicle Location) and/or GPS equipment to the vendor for installation or plug in on the Vendor's truck in conjunction with the Snow and Ice Removal Program. The AVL/GPS equipment shall be the property of the LFUCG, and the equipment shall be returned to the LFUCG at the end of the contract period. LFUCG shall be responsible for installation, maintenance, and removal of said equipment.

The Vendor will be granted access to LFUCG's web site for purposes of monitoring vendor's own trucks' activities and performance data during operations for LFUCG.

The Vendor shall be responsible for any damage to the AVL or GPS equipment beyond the normal wear and deterioration of the equipment.

LICENSING: Over the Road vehicles shall be properly registered as required by KRS 186.050 and in compliance with KRS 189.222 throughout the entire year for the duration of the contract. All units shall be verified for proper licenses prior to any payments. No payment will be made until verification is complete. If at any time trucks are found to not be properly licensed or insured, all payments will be stopped, the payments shall be withheld by the LFUCG, and the contract may be cancelled.

When applicable, this registered weight must be greater than the combined weight of the truck, the equipment, and the maximum amount of salt specified for the truck type (i.e. highest gross weight of truck, equipment, salt, and fuel during operation).

INSURANCE: Over the Road Vehicles shall be properly insured for the duration of the contract. Evidence will be furnished to the LFUCG each year that public liability (General Liability) insurance is carried on the above equipment and their operators in the amounts listed in the attached Risk Management Provisions.

Vendor must submit an ACORD Certificate (or equivalent) with the certificate holder listed as:

LFUCG Div. of Central Purchasing
200 East Main Street
Lexington, KY 40507

Any damage claims caused to the Vendor's equipment by LFUCG-owned equipment operated by LFUCG personnel will be submitted to the LFUCG for resolution. LFUCG shall be notified at the time of the damage and photo documentation of the damage shall be collected by LFUCG at the time of the incident in order for the vendor to proceed with a claim.

FINANCIAL CONDITION AND DISCLOSURE REQUIREMENT: Vendor shall furnish the LFUCG with the latest and most current financial disclosure statement upon request.