

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE  
REFUSE TRUCK RENTALS AND RELATED PRODUCTS AND SERVICES**

**THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE REFUSE TRUCK RENTALS AND RELATED PRODUCTS AND SERVICES** (this "First Amendment") is made and entered into this 1<sup>st</sup> day of November 2019, by and between Big Truck Rental, LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**Statement of Background and Intent**

- A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Refuse Truck Rentals and Related Products and Services for the City of Charlotte.
- B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:


**AGREEMENT**

- 1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates unit price adjustments as specified in Exhibit A and shall become effective on November 1, 2019.
- 4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
- 5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

*[Signature Page Follows]*

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above. .

BIG TRUCK RENTAL, LLC

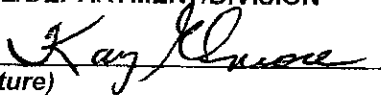
BY:   
(signature)

PRINT NAME: Zach Martin

TITLE: Vice President of Sales

DATE: 10-17-19

CITY OF CHARLOTTE:  
CITY MANAGER'S OFFICE  
OFFICE/DEPARTMENT/DIVISION

BY:   
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 10/28/2019

EXHIBIT A  
PRICE ADJUSTMENTS

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**

PROPOSERS SHOULD INPUT A DISCOUNT RATE FOR EACH CATEGORY THEY PROVIDE BELOW. ADDITIONAL CATEGORIES MAY BE ADDED AS NEEDED.

Category Number	Category	Discount (% from published/book rate)	Verifiable Published Price List ID	Comments
1	Accessories			
2	Aerial Equipment			
3	Air Moving Equipment			
4	Earth Moving Equipment			
5	Compaction Equipment			
6	Compressors			
7	Concrete and Masonry Equipment			
8	Cooling and Heating Equipment			
9	Cranes			
10	Demolition Equipment			
11	Drill Equipment and Tools			
12	Electrical Equipment			
13	Forklifts and Accessories			
14	Refuse Trucks	0-3%	See Attached	
15	Generators			
16	Landscaping			
17	Lighting Equipment			
18	Painting Equipment			
19	Pumps and Accessories			
20	Saws and Accessories			
21	Shop Equipment			
22	Trenching Equipment			
23	Vehicles and Trailers			
24	Washing Equipment			
25	Welding Equipment			
26	Miscellaneous			

RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES  
 ADDITIONAL CHARGES

PROPOSERS SHOULD IDENTIFY ALL ADDITIONAL CHARGES THAT WILL BE ADDED TO THOSE RATES INDICATED ON DISCOUNT BY PRODUCT CATEGORY. PLEASE USE THE COMMENTS SECTION TO BE AS SPECIFIC AS POSSIBLE ABOUT WHERE ADDITIONAL CHARGES WILL APPLY. FOR CHARGES THAT DO NOT APPLY TO PROPOSER, PLEASE ENTER "N/A". ADDITIONAL CHARGES MAY BE LISTED IF NECESSARY.

Potential Additional Charges	Comments
Delivery Fee	\$2.99 Per Mile
Fuel	
Training	
Loss of Use	
Cleaning	
Set Up Fee	
Mileage Charges	
Other	*Customer Damage and Consumables such as Tires are billed on a per rental basis based on pre-inspection and post-inspection documents. See Rental Agreement for details

Over Meter/Allotted Hours of Use	Additional Charge for Hours Over
Daily Rental	
Weekly Rental	
Monthly Rental	Customer is to use the Vehicle for a maximum of 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

**RFP #269-2018-047 - HEAVY DUTY RENTAL AND RELATED PRODUCTS AND SERVICES**  
**Leasing Options and Pricing Structure**

PLEASE PROVIDE YOUR PURCHASE OPTIONS AND PRICING FOR ALL EQUIPMENT CATEGORIES INCLUDED IN YOUR RENTAL/LEASING OFFERINGS

Big Truck Rental offers a rent to purchase program. The customer and Big Truck Rental agree to a purchase price (see below) on the vehicle and 25% of all paid rentals can be applied to the purchase price of the vehicle. The minimum rental period on the program is 6 months with a maximum of 18 months. This program rental rate is the monthly rate as proposed in the market basket.

Big Truck Rental also markets/sells our off-rent trucks that typically range in 1.5-2 years in age. Big Truck Rental will offer the City of Charlotte and U.S. Communities members a 1% discount off of the standard retail price of the vehicle.

Big Truck Rental can offer US Communities members a full maintenance option on all of our rented trucks. This can cover anything from standard preventative maintenance requirements (oil changes, filter changes, etc.) or encompass the full requirements of any consumable items the truck may require during its rental term (tires, brakes, etc.). Because of the variability of this program, these services will be billed on an a la carte basis dependent on the customer request.