

## **THIRD AMENDATORY EQUIPMENT RENTAL AGREEMENT**

**THIS THIRD AMENDATORY EQUIPMENT RENTAL AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City” or “Customer”) and **BIG TRUCK RENTAL, LLC**, a Florida limited liability company, authorized to do business in Colorado, whose address is 4221 W. Boy Scout Blvd., Suite 400, Tampa, Florida 33607 (the “Company”), jointly (“the Parties”).

### **RECITALS:**

**A.** The Parties entered into an Equipment Rental Agreement dated December 27, 2022, an Amendatory Agreement dated January 24, 2023, a Second Amendatory Equipment Rental Agreement dated April 19, 2023 (collectively, the “Agreement”) to rent certain Equipment by the City (as defined in the Agreement) from the Company.

**B.** The Parties wish to amend the Agreement to extend the term, update paragraph 6, increase the maximum contract amount, update paragraph 9, amend the scope of work and budget exhibit, and update the maintenance service plans exhibit.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 5 of the Agreement entitled “**TERM**.”, is hereby deleted in its entirety and replaced with:

“**5. TERM**. The term of this Agreement shall commence upon on **December 27, 2022**, (“Date of Execution”) and shall expire on **December 31, 2024** (the “Term”), unless terminated earlier as provided hereinafter. The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Company shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

2. Section 6 of the Agreement entitled “**COMPENSATION AND PAYMENT**.” Subsections **A.** and **B.** is hereby deleted in its entirety and replaced with:

“A. In consideration for the Rental by Company to City of the Equipment, City agrees to pay base rental payments and other charges as specified on the attached **Exhibit A** and **Exhibit C** in this Agreement.

B. Notwithstanding any other provision of the Agreement, the total compensation payable by the City to Company under this Agreement shall not exceed **THREE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS AND FIFTY CENTS (\$3,968,794.50)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for anything beyond that specifically described in **Exhibit A** and **Exhibit C**. Any services performed or items provided beyond those in **Exhibit A** or **Exhibit C** are performed and provided at Company’s risk and without authorization under the Agreement.”

3. Section 9 of the Agreement entitled “**MAINTENANCE; REPAIR; TIRE WEAR.**”, is hereby deleted in its entirety and replaced with:

“9. **MAINTENANCE; REPAIR; TIRE WEAR.**

a. As the Executive Director directs, the Company shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit C, Maintenance Service Plan**, to the City’s satisfaction.

b. The Company is ready, willing, and able to provide the services required by this Agreement.

c. The Company shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.”

4. All references in the original Agreement to **Exhibit A, Scope of Work and Budget** now refer to **Exhibit A, Exhibit A-1** and **Exhibit A-2**. **Exhibit A-2** is attached and incorporated by reference herein.

5. All references in the original Agreement to **Exhibit C, Service Plan** now refer to **Exhibit C** and **Exhibit C-1**. **Exhibit C-1** is attached and incorporated by reference herein.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Third Amendatory Equipment Rental Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:** DOTI-202371106-03 [202265862-03]  
**Contractor Name:** Big Truck Rental, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_





## EXHIBIT A-2

Company Address 4221 W. Boy Scout Blvd  
Suite 400  
Tampa, FL 33607

Prepared By Jason Stumm

Created Date 10/24/2023  
Email [jstumm@bigtruckrental.com](mailto:jstumm@bigtruckrental.com)  
Quote Number 00039074

## CUSTOMER INFORMATION

Billing Customer	City of Denver	Rental Customer	City of Denver
Billing Contact	Ken Arguello	Shipping Contact	Ken Arguello
Billing Address	1271 W. Bayaud Ave Building 2 Denver CO 80223	Shipping Address	1271 W. Bayaud Ave Building 2 Denver CO 80223
Billing Email	<a href="mailto:ken.arguello@denvergov.org">ken.arguello@denvergov.org</a>	Shipping Email	<a href="mailto:ken.arguello@denvergov.org">ken.arguello@denvergov.org</a>
Billing Phone	(720) 337-1150	Shipping Phone	(720) 337-1150
Billing Mobile	(303) 513-6036	Shipping Mobile	(303) 513-6036

## Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	License Plate	Miles	Hours	Truck Location
4022077	2023	Mack	LR 64R	1M2LR1GC6PM006960	Side Loader	DB12FT	15,143	1,471	Denver, CO
				Service Plan					
4022076	2023	Mack	LR 64R	1M2LR1GCXPM006959	Side Loader	DB53FT	14,780	1,707	Denver, CO
				Service Plan					
4023111	2024	Peterbilt	520	3BPDLK0X3RF116728	Side Loader	DLZ1743	543	27	Denver, CO
				Service Plan					
4023115	2024	Peterbilt	520	3BPDLK0X5RF116732	Side Loader	DLX6261	0	132	Denver, CO
				Service Plan					
4022091	2023	Mack	LR 64R	1M2LR1GC9PM006970	Side Loader	DB67FV		839	Denver, CO
				Service Plan					
4022113	2023	Peterbilt	520	3BPDLK0X2PF114448	Side Loader	DB35AC	0	918	Denver, CO
				Service Plan					
4021041	2022	Mack	LR 64R	1M2LR1GC2NM005365	Side Loader	DB03FX	15,388	2,732	Denver, CO
				Service Plan					
4022135	2023	Mack	LR 64R	1M2LR1GC6PM007283	Side Loader	DB45FT	16,236	1,649	Denver, CO
				Service Plan					
1022107	2024	Freightliner	M2 106	3ALHCYFE7PDUJ6600	Rear Loader	DB34AC	0	1,447	Denver, CO
				Service Plan					
1022043	2023	Freightliner	M2 106	1FVHCYFE3PHNZ8905	Rear Loader	DB72FT	4,705	1,403	Denver, CO
				Service Plan					
				Miscellaneous Annual Repairs					
4021116	2022	Mack	LR 64R	1M2LR2GCXNM005345		DB43FR		2,133	Denver, CO



4021110	2022	Peterbilt	520	3BPDLK0X7NF111848		DB26FR	32,728	2,523	Denver, CO
1022044	2023	Freightliner	M2 106	1FVHCYFE5PHNZ8906		DB64FV	6,689	1,177	Denver, CO
1022075	2023	Peterbilt	348	2NP3LJ0X9PM855647		DB66FV	2,531	270	Denver, CO
1022074	2023	Peterbilt	348	2NP3LJ0X7PM855646		DB61FV	10,358	581	Decatur, GA

## Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price	Transportation Cost	Security Deposit	Rental Start Date	Rental End Date
4022077	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
4022076	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
4023111	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
4023115	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
4022091	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
4022113	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
4021041	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
4022135	4022169	52.00	\$2,875.00	\$149,500.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
1022107	Rear Loader Rental on a multi-weekly basis	52.00	\$2,500.00	\$130,000.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
1022043	Rear Loader Rental on a multi-weekly basis	52.00	\$2,500.00	\$130,000.00			1/1/2024	12/29/2024
	Service Plan	52.00	\$500.00	\$26,000.00	\$0.00		1/1/2024	12/29/2024
	Miscellaneous Annual Repairs	1.00	\$25,000.00	\$25,000.00		\$0.00	1/1/2025	12/31/2024
4021116	Transportation Costs for Returns	1.00	\$4,475.00	\$4,475.00				
4021110	Transportation Costs for Returns	1.00	\$4,475.00	\$4,475.00				
1022044	Transportation Costs for Returns	1.00	\$4,475.00	\$4,475.00				
1022075	Transportation Costs for Returns	1.00	\$4,475.00	\$4,475.00				
1022074	Transportation Costs for Returns	1.00	\$4,320.00	\$4,320.00				

## RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$1,763,220.00	Total Amount Due	\$1,763,220.00
Total Security Deposit	\$0.00		

## Exhibit C-1

### MAINTENANCE SERVICE PLAN

#### HEAVY DUTY TRUCK PREVENTATIVE MAINTENANCE INSPECTION SERVICE LEVELS (see attached form for specifics at each level)

**A Service:** performed at every 150-hour interval is an inspection and greasing. If any items are noted as defective, Big Truck Rental, LLC will be responsible for replacing/fixing them if it is a warranty related item. If it is noticed during the inspection that a daily wear item needs to be replaced (such as a wiper blade, belt, hose, etc.), that will be the responsibility of the City.

**B Service:** performed at every 600-hour interval, Big Truck Rental, LLC will perform the A inspection along with an oil change and fuel filter change

**C Service:** performed at every 1200-hour interval, Big Truck Rental, LLC will check the hydraulic system

**D Service:** performed at every 2400-hour interval, Big Truck Rental, LLC will change the power steering fluid

**E Service:** performed at every 3000-hour interval, Big Truck Rental, LLC will change the transmission fluid/filters

**C-1 is for the Rental Plan Period of 1/1/2024 to 12/31/2024.**

**Specific costs for these maintenance plan services are reflected in Exhibit A-2 for the above rental plan period.**





28	INSPECT COOLANT/HEATER HOSES CONDITION AND CONNECTIONS	
29	CHECK POWER STEERING / GEAR BOX OIL LEVEL. ADJUST AS NEEDED	
30	CHECK AIR FILTER RESTRICTION AND RECORD RESTRICTION READING _____ NO GREATER THAN 20" WATER/kPa. CHANGE IF IN RED ZONE	
31	INSPECT ALL BELTS, PULLEYS, TENSIONERS FOR WEAR AND ADJUSTMENT	
32	INSPECT VISCOUS FAN AND VIBRATION DAMPER FOR LOOSENESS AND/OR LEAKAGE	
33	INSPECT TURBO, MANIFOLD, MUFFLER AND EXHAUST SYSTEM TUBING FOR HOLES, LEAKS; CHECK CLAMPS FOR TIGHTNESS	
34	INSPECT DIESEL PARTICULATE FILTER (DPF) EXHAUST SYSTEM TUBING FOR HOLES, LEAKS, CRACKS, INLET AND OUTLET CONNECTIONS	
35	INSPECT AIR INDUCTION SYSTEM FOR LOOSE CLAMPS, HOLES, ETC.	
36	DRAIN AND CLEAN FUEL/WATER SEPARATOR BOWL IF FITTED	
37	INSPECT MOUNTING OF ALTERNATOR , A/C COMPRESSOR	
38	INSPECT STARTER, MOUNTING, GROUND STRAP, ELECTRICAL CONNECTIONS AND CABLE ROUTING	
39	INSPECT BATTERIES; COVERS, HOLD DOWNS, TERMINALS, CASE, BATTERY CABLE CONDITION AND ROUTING. CLEAN BATTERIES & CONNECTIONS	
40	INSPECT BATTERIES (MAINTENANCE FREE) CHECK STATE OF CHARGE INDICATOR	
41	INSPECT ALL TANKS FOR DAMAGE, LEAKS, FILLER CAPS FOR PROPER SEALING AND SECUREMENT	
42	CHECK FRONT WHEEL BEARINGS AND KINGPINS FOR PLAY AND WEAR; SUSPEND FRONT END TO CHECK	
43	INSPECT STEERING COMPONENTS FOR WEAR/DAMAGE; TIE ROD, DRAG LINK, STEERING ARM, STEERING SHAFT "U" JOINTS & SLIP JOINTS, ETC.	
44	INSPECT ALL MOUNTS (CAB, ENGINE, RADIATOR, TRANSMISSION, BELL HOUSING, P.T.O., BODY, ETC.)	
45	INSPECT SUSPENSION FOR BROKEN/WORN; SPRINGS, CENTER BOLTS, SPRING WRAPS, LOOSE "U" BOLTS, WORN SHACKLES AND SPRING HANGER BOLTS	
46	INSPECT TORQUE ARMS, BUSHINGS, MOUNTINGS, SUSPENSION BUSHINGS/INSULATORS AND CROSS MEMBERS	
47	INSPECT DRIVE LINE FOR WEAR/DAMAGE; CENTER BEARING HANGER, "U" JOINT PHASING; INSPECT SPLINES FOR WEAR	
48	CHECK/ADJUST FLUID LEVELS AS NECESSARY; ENGINE, TRANSMISSION, DIFFERENTIALS, FRONT WHEEL HUBS, RADIATOR, ETC.	
49	INSPECT ALL BREATHERS; ENGINE, TRANSMISSION, DIFFERENTIAL, P/STEERING AND HYDRAULIC; CLEAN AS NECESSARY	
50	INSPECT WHEEL SEALS FOR LEAKAGE	
51	INSPECT BRAKE SYSTEM ; DRUMS,SHOES, SLACK ADJUSTERS, CAM SHAFTS, BUSHINGS, BRAKE CHAMBERS, ANCHOR PINS, ROLLERS, LINES/HOSES - - AIR BRAKE VALVES, GLAD HAND SEALS FOR WEAR, PROPER MOUNTING, ROUTING, MISSING OR LOOSE COMPONENTS AND AIR LEAKS	
52	INSPECT ALL BRAKE LININGS. NOTE THICKNESS IN CHART 5/16" MINIMUM	
53	CHECK BRAKE ADJUSTMENT BY STROKE LENGTH (RECORD ROD STROKE IN CHART) IF BRAKES REQUIRE ADJUSTMENT DETERMINE ROOT CAUSE	
54	INSPECT TIRES FOR CLEARANCE, DAMAGE/WEAR, CHECK FOR CORRECT INFLATION, DUALS SHOULD BE MATCHED +5 OR -5 PSI; (RECORD) PSI AND TREAD DEPTH	
55	CHECK FOR PROPERLY MATCHED DUALS, SHOULD BE MATCHED PLUS (+) OR MINUS (- ) TO 1/4 INCH IN HEIGHT	
56	INSPECT WHEELS/RIMS;STUDS,BOLT HOLES FOR DAMAGE OR WEAR	
57	TORQUE WHEEL NUTS/STUDS TO MANUFACTURER SPECIFICATION	
58	INSPECT CONDITION OF PULLEYS, CABLES, HOOKS AND SAFETY LATCHES	
59	INSPECT CONDITION OF ROLL OFF HOIST COMPONENTS: RAILS, EARS, PIVOTS, STOPS, LOCKING DEVICES AND ROLLERS, ETC.	
60	CHECK OPERATION OF AUTO TARDER INSPECT FOR DAMAGE, EVEN MOVEMENT. INSPECT UNROLLED TARP.	
61	INSPECT MUD FLAPS, FENDERS, UNDER RIDE PROTECTION, RAISE TAILGATE; INSPECT SEAL, HINGES, FOR DAMAGE AND LEAKS	
62	INSPECT FORKS, ARMS FOR WEAR AND DAMAGE. INSPECT CROSS SHAFT BEARINGS AND STOP PADS	
63	INSPECT BODY SHEET METAL, LADDERS, HOPPER, LINER, COVERS AND ACCESS DOORS, REFLECTIVE DOT TAPE; ETC.	
64	INSPECT PACKING/PUSH OUT BLADE, EJECTOR PANEL, FLOOR, GUIDES, SHOES AND TRACKS, ETC.	
65	CHECK BODY OPERATION CYCLE SPEED: RECORD TIME = _____ SECONDS. REFER TO MFG SPECIFICATION	
66	INSPECT LATCH ADJUSTMENT AND CHECK OPERATION OF CART TIPPERS: RECORD CYCLE SPEED _____ SECONDS. REFER TO MFG SPECIFICATION	
67	INSPECT ALL COUPLING DEVICES, PINTLE HOOK, DRAWBAR, TOW BAR EYE AND TONGUE IF APPLICABLE	
68	INSPECT 5TH WHEEL PLATE, LOCK GUARD, JAWS, PEDESTALS, PINS, MOUNTING, ETC. FOR DAMAGE/WEAR	
69	CHECK HYDRAULIC FLUID LEVEL, ADD OIL AS NECESSARY	
70	INSPECT ALL HYDRAULIC CYLINDERS, LINES, PUMPS, VALVES, HOSES, FITTINGS FOR WEAR, DAMAGE AND LEAKS	
71	AUTOMATIC GREASING SYSTEM; INSPECT SYSTEM PER MANUFACTURERS REQUIREMENT. FILL RESERVOIR AS NECESSARY	
72	LUBRICATE ENTIRE UNIT PER CHASSIS AND BODY MFG. REQUIREMENTS	

**NOTE: (CHASSIS SUSPENSION MUST HANG FREELY TO PROPERLY LUBRICATE)**

**"B" SERVICE (600 HOURS)**

		Code
73	<b>79 PERFORM "A" INSPECTION</b>	
74	80 ENGINE OIL MUST BE AT OPERATING TEMPERATURE; DRAIN ENGINE OIL; TORQUE DRAIN PLUG TO SPECIFICATION	
75	81 REPLACE ENGINE OIL AND FILTERS; SERVICE SPINNER OIL FILTER IF EQUIPPED	
76	82 FUEL FILTERS; IF EQUIPPED WITH FUEL FILTER MINDER CHECK READING; REPLACE FILTERS WHEN INDICATOR REACHES RED ZONE	
77	83 REPLACE FUEL FILTERS; CLEAN AND/OR REPLACE PRE-PUMP FILTER SCREEN IF FITTED	
78	84 CHECK THE ENGINE COVER FOR CRACKS OR BROKEN-OUT SECTIONS (NOISE CONTROL)	
79	85 TEST COOLANT NITRATE LEVEL _____ PH LEVEL _____ COOLANT PROTECTION LEVEL _____ SET TO -40 DEGREES	
80	86 REFILL AUTO-LUBE SYSTEM IF EQUIPPED	
81	88 REPLACE CABIN AIR FILTER IF PAPER FILTER, CLEAN CABIN AIR FILTER IF REUSABLE(TERMINAL TRACTOR)	

**"C" SERVICE (1200 HOURS)**

82	91 OPERATE BODY/HOIST-CHECK PERFORMANCE OF HYDRAULIC SYSTEM	
83	92 CHECK CAB TILT PUMP RESERVOIR FLUID LEVEL, ADD FLUID AS NECESSARY	
84	124 CHANGE HYDRAULIC FILTERS AND BREATHERS	
85	125 REPLACE HYDRAULIC TANK STRAINER	
86	126 CLEAN INSIDE OF HYDRAULIC TANK RESERVOIR	

**"D" SERVICE (2400 HOURS)**

		Code
87	<b>111 PERFORM "A,B,C" INSPECTIONS</b>	
88	112 CHANGE POWER STEERING FLUID AND FILTER	
89	115 SERVICE AIR DRYER ACCORDING TO MFG'S RECOMMENDED PROCEDURE	

**"E" SERVICE (3000 HOURS)**

90	127 ALLISON TRANSMISSION ( <b>TRANSYND OIL</b> ) CHANGE FLUID AND FILTERS; RESET SERVICE INTERVALS	
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\*\*USE Only OME Allison filters and Transynd oil\*\*

Comments:

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