



**PUBLIC BUILDING COMMISSION OF CHICAGO  
STANDARD TERMS AND CONDITIONS  
Contract For Goods Less Than \$25,000  
PS1928 – EC16 (PERSONNEL LIFT)**

This Contract is made and dated September 27, 2012 by and between:

**PBC:** Public Building Commission of Chicago 50 West Washington, Chicago, Illinois 60602 ("PBC") and

**Seller:** United Rentals (North America), Inc.  
3233 W. 36<sup>th</sup> Street  
Chicago, IL 60632  
Attn: Homero Martinez

For the purchase of: Personnel Lift

At the lump sum fee of: \$6,865.50

**PUBLIC BUILDING COMMISSION OF CHICAGO**

By: [Signature]  
Erin Lavin Cabonargi

Title: Executive Director

Date: 10/25/12

**Seller: United Rentals (North America), Inc.**

By: David Kedney

Title: Branch Manager

Date: 10/3/12

1. **Warranties.** The Seller represents and warrants that upon delivery the Goods identified in Exhibit A (the "Equipment") is new, and in good operational condition, and compliance with the equipment manufacturer's specifications. If the Equipment is non-conforming or defective upon delivery, then Seller will promptly repair or replace the Equipment, FOB Destination, without any cost to PBC, including freight charges. To the extent that the manufacturer's warranties to Seller are assignable, Seller will pass through such warranties to PBC. If a warranty claim is approved by the original equipment manufacturer and it authorizes Seller to repair or replace the Equipment, then Seller will do so. Except as set forth above, Seller expressly waives any express or implied warranty with

respect to the Equipment, including, but not limited to, the merchantability of the equipment and its fitness for any particular purpose.

2. **Compliance With Laws.** In performing under this Contract, Seller shall comply with all applicable federal, state and local laws and regulations.

3. **Time Is Of The Essence.** Time is of the essence for this Contract.

4. **Delivery, Inspection And Acceptance Of The Goods.** The risk of loss or damage to the Goods, property damage or personal injury shall remain with the Seller until the Goods are delivered to the PBC in accordance with the terms hereof. Passing title on delivery will not constitute acceptance of the Goods. [Notwithstanding any prior payments by the PBC, all Goods shall be subject to final inspection and acceptance at the PBC's office.] The PBC shall not be deemed to have accepted the Goods until it has had a reasonable opportunity to inspect and/or test the Goods, which shall be a minimum of thirty (30) days after the date upon which the Goods are delivered.

5. **Rejection of Goods.** If the PBC rejects any Goods for failure to conform to the requirements of this Contract, the PBC shall notify the Seller of the rejection, and the Seller shall have the option of repairing or replacing the Goods within fifteen (15) days. The rejected Goods shall be returned to Seller, at Seller's expense. If the Seller fails to repair or replace the rejected Goods, the PBC shall have the option of terminating this Contract.

6. **Invoices.** The Seller shall deliver to the PBC, to the address specified by the PBC, an invoice for the Goods upon or within seven (7) days of the Seller's delivery of the Goods. The invoice shall be signed by the Seller, shall reference this Contract, and shall specify the number of Goods delivered, the unit price, the total price and the date the Goods were delivered.

7. **Payment.** If the Seller has complied with all terms and conditions of this Contract, the PBC shall make payment to the Seller within thirty (30) days after the delivery of the Seller's invoice to the PBC. *The PBC's payment for the Goods shall not constitute a waiver by the PBC of any term or condition of this Contract.*

8. **No Waivers.** Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

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STANDARD TERMS AND CONDITIONS  
Contract For Goods Less Than \$25,000  
PS1928 - EC16 (PERSONNEL LIFT)**

**9. Governing Law.** The laws of the State of Illinois shall govern this Contract.

**10. Choice of Forum.** Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

**11. Indemnity.** This Seller shall defend, indemnify and hold the PBC and the City of Chicago, and their commissioners, officers, agents, officials and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees and personal injury and property damage arising out of or in connection with the Seller's during its delivery of Goods, or any person employed by Seller, to the maximum extent permitted by law. The Seller's obligation to defend, indemnify and hold the PBC and City of Chicago harmless shall survive two (2) years after the Goods are delivered to the PBC.

**12. Insurance** - The Seller shall procure and maintain at all times, at Seller's expense, workers compensation, comprehensive general liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the PBC as an additional insured on a primary, non-contributory basis.

**13. Taxes.** PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Seller includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-06.

**14. Amendments.** Oral statements and understandings are not valid or binding, and this Contract may not be changed

or amended except by a written amendment signed by both parties.

**15. Termination.** The PBC reserves the right to terminate this Contract at anytime by providing written notice to the Seller.

**16. Notices.** All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

**17. Remedies.** The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

**18. Headings.** Headings used in this Contract are for convenience and reference only and not affect the interpretation of this Contract.

**19. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.

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**EXHIBIT A  
DESCRIPTION OF SERVICES**

**SELLER** is to provide and deliver the following as per quote# 101867189, dated 3/19/12;

- (1) #3002080 JLG 20AM AC model, vertical mast push around, portable personnel lift with telescopic mast, integral outriggers, 26 ft. maximum working height with AC electric motor, 110V/60Hz.X. Reference PBC ITEM# TR-10 on all correspondences and invoice.  
\$6,313.50

Freight Charge  
\$550.00

**WARRANTY:** Manufacturer will provide coverage for one (1) full year, and cover all specified major structural components for five (5) years.

**DELIVERY LOCATION:**

Attn: Isaac Bishop  
CHICAGO FIRE ENGINE COMPANY 16  
53 EAST PERSHING ROAD  
CHICAGO, IL 60653

To coordinate delivery of goods, contact Isaac Bishop by email at: [Isaac.Bishop@cityofchicago.org](mailto:Isaac.Bishop@cityofchicago.org)

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STANDARD TERMS AND CONDITIONS  
Contract For Goods Less Than \$25,000  
PS1928 - EC16 (PERSONNEL LIFT)

EXHIBIT B  
COMPENSATION OF THE SELLER

B.1 SELLER'S FEE

- B.1.1 The Commission shall pay the Seller for the satisfactory performance of the Services a Lump Sum ("Fee") of \$6,865.50 for all work included in Exhibit A, inclusive of direct expenses. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendments constitute the Seller's full fee for Services.
- B.1.2 Seller's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

**PUBLIC BUILDING COMMISSION OF CHICAGO  
STANDARD TERMS AND CONDITIONS  
Contract For Goods Less Than \$25,000  
PS1928 - EC16 (PERSONNEL LIFT)**

**EXHIBIT C  
INSURANCE REQUIREMENTS**

The Seller must provide and maintain at Seller's own expense, until expiration or termination of the Agreement and during the time period following expiration if Seller is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

**C.1. INSURANCE TO BE PROVIDED**

**C.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease

**C.1.2. Commercial General Liability**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

**C.1.3. Automobile Liability**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Seller must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis.

**C.2. ADDITIONAL REQUIREMENTS**

The Seller must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Seller must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Seller is not a waiver by the Commission of any requirements for the Seller to obtain and maintain the specified coverage. The Seller will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Seller of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Seller and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance must be borne by Seller.

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STANDARD TERMS AND CONDITIONS  
Contract For Goods Less Than \$25,000  
PS1928 - EC16 (PERSONNEL LIFT)**

The Seller hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, its' their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Seller in no way limit the Seller's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Seller under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Seller is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Seller must require all its subcontractors to provide the insurance required in this Agreement, or Seller may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Seller unless otherwise specified in this Agreement.

If Seller or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

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PS1928 - EC16 (PERSONNEL LIFT)**

**EXHIBIT D  
DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

1. As used herein, "Seller" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Seller has retained or expects to retain with respect to the contract or lease. In particular, the Seller must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Seller is not required to disclose employees who are paid solely through the Seller's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Seller hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_

Description of goods or services to be provided under Contract: \_\_\_\_\_

\_\_\_\_\_

2. Name of Seller: \_\_\_\_\_

3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Seller with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: \_\_\_\_\_

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STANDARD TERMS AND CONDITIONS  
Contract For Goods Less Than \$25,000  
PS1928 - EC16 (PERSONNEL LIFT)**

4. The Seller understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Seller's participation in the contract or other transactions with the Commission.
  - b. If the Seller is uncertain whether a disclosure is required, the Seller must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Seller waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

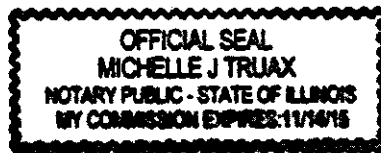
Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Seller and that the information disclosed herein is true and complete.

Signature *David Kehey*  
Name (Type or Print) David Kehey

Date 10/3/12  
Title Branch Manager

Subscribed and sworn to before me

this 3rd day of October 2012  
Michelle J. Truax  
Notary Public





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STANDARD TERMS AND CONDITIONS  
Contract For Goods Less Than \$25,000  
PS1928 - EC16 (PERSONNEL LIFT)**

**EXHIBIT E  
W-9 REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION**

**[SEE ATTACHMENT]**

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STANDARD TERMS AND CONDITIONS  
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EXHIBIT E  
M/WBE REPORT  
MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes       No

If "Yes" check and ATTACH copy of current Letter of Certification:

Certifying Agency:

State of Illinois - Department of Central Management Services \_\_\_\_\_  
Women's Business Development Center \_\_\_\_\_  
Chicago Minority Business Development Council \_\_\_\_\_  
City of Chicago \_\_\_\_\_  
County of Cook \_\_\_\_\_  
Metropolitan Water Reclamation District \_\_\_\_\_

Category:

MBE \_\_\_\_\_  
WBE \_\_\_\_\_

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2012

5/1/2013

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 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 LOCKTON COMPANIES, LLC-N DALLAS 717 N. HARWOOD, LB#27 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Property & Casualty Insurance Co	20699
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES UNIRE12 TE CERTIFICATE NUMBER: 11750935 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	Y	Y	XSL G27008331	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	ISA H08696536	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOO G27040962	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED LIST	5/1/2012	5/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
CERTIFICATE HOLDER INCLUDES: PUBLIC BUILDING COMMISSION OF CHICAGO, ITS RESPECTIVE BOARD MEMBER, EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, AND REPRESENTATIVES.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> See Attachment
Ok eryl 10/25/12  11750935 PUBLIC BUILDING COMMISSION OF CHICAGO MB REAL ESTATE SERVICES LLC 1203 RICHARD J. DALEY CENTER 50 WEST WASHINGTON STREET CHICAGO IL 60602	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  <i>Frank Scuderi</i>

ACORD 25 (2010/05)

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07060-03-09-02

**UNITED RENTALS, INC. AND ALL SUBSIDIARIES CERTIFICATE CONTINUATION**

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY  
ENDORSEMENT/SPECIAL PROVISIONS CONT.**

RE: ALL OPERATIONS PERFORMED FOR THE CERTIFICATE HOLDER.

BLANKET ADDITIONAL INSURED - ANY PARTY, WHERE REQUIRED BY WRITTEN CONTRACT. APPLIES TO  
GENERAL LIABILITY FORM XS-21164 (11/06) AND AUTO LIABILITY FORM DA-9U74a (04/11).

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - ANY PERSON OR  
ORGANIZATION, WHERE REQUIRED BY WRITTEN CONTRACT. APPLIES TO GENERAL LIABILITY, AUTO  
LIABILITY AND WORKERS' COMPENSATION POLICIES. PER STATE LAWS, WAIVER OF SUBROGATION DOES  
NOT APPLY IN NEW JERSEY, NEW HAMPSHIRE AND KENTUCKY FOR WORKERS COMPENSATION.

COVERAGE IS PRIMARY AND NON-CONTRIBUTORY PER TERMS OF ENDORSEMENT XS-20288.

GENERAL LIABILITY POLICY INCLUDES:

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT FORM XS-21883 (03/07) [WORDING AS PER  
CG 20 10 (11/85)] APPLIES TO CONTRACTS SIGNED PRIOR TO 01/01/2006.

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT FORM XS-21164 (11/06) ADDITIONAL  
INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS. APPLIES TO CONTRACTS  
SIGNED ON OR AFTER 01/01/2006.

CONTRACTUAL LIABILITY

"XCU" HAZARDS

BROAD FORM PROPERTY DAMAGE COVERAGE

INDEPENDENT CONTRACTORS COVERAGE

ACE ISSUED WORKERS COMPENSATION POLICIES -

SCF C46782331 - ACE AMERICAN INSURANCE CO. (STATE OF WISCONSIN)  
WCU C46782343 - ACE AMERICAN INSURANCE CO. (CA, WA EXCESS)  
WLR C46782318 - INDEMNITY INSURANCE CO. OF NORTH AMERICA - ALL STATES (PROVIDES STOP GAP  
COVERAGE FOR OH, ND, WA, WY)

WLR C4678232A - ACE AMERICAN INSURANCE CO. (AZ, MA)

WORKERS' COMPENSATION SELF INSURED/STATE FUND POLICIES -

STATE OF CALIFORNIA - SELF INSURED CA-SI 2142-C

STATE OF WASHINGTON - SELF INSURED CERTIFICATE #601,908,516

STATE OF NORTH DAKOTA - STATE FUND EMPLOYER ACCT #821330

STATE OF OHIO - STATE FUND POLICY #1303683

STATE OF WEST VIRGINIA - STATE FUND POLICY #20302489-101

STATE OF WYOMING - STATE FUND POLICY #00134808

TEXAS NON SUBSCRIBER

STATE OF TEXAS - EMPLOYERS EXCESS INDEMNITY - ILLINOIS UNION INSURANCE COMPANY -  
POLICY # TNS C46566713 - 05/01/12-05/01/13; \$5,000,000 EACH ACCIDENT OR EACH EMPLOYEE/\$5,000,000  
AGGREGATE



United Rentals  
Five Greenwich Office Park  
Greenwich, CT 06831

tel: 203 622 3131  
fax: 203 622 6080

unitedrentals.com

April 30, 2012

**RE: United Rentals (North America), Inc. – FEIN 86-0933835**

Please be advised that as of April 30, 2012 several of our United Rental's companies were involved in a merger:

- United Rentals Northwest, Inc. (FEIN 93-0257120) was merged into United Rentals (North America), Inc. (FEIN 06-1493538)
- United Rentals (North America), Inc. (FEIN 06-1493538) and its recently acquired sister company RSC Equipment Rental, Inc. (FEIN 86-0933835) were merged into a Newco which together changed its name to United Rentals (North America), Inc. and retained the FEIN 86-0933835 of RSC Equipment Rental, Inc.

As of May 1, 2012 all future business will be conducted under United Rentals (North America), Inc., under FEIN 86-0933835. We have attached the W-9 for United Rentals (North America), Inc.; please update your records accordingly.

Should there be any additional questions associated with this matter, please contact Katherine Cull at [kcull@ur.com](mailto:kcull@ur.com) or [Tax@ur.com](mailto:Tax@ur.com).

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Bacon", written over a horizontal line.

Kenneth Bacon  
Director, Global Tax  
United Rentals, Inc.

Attachment

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>United Rentals (North America), Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input checked="" type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>Five Greenwich Office Park</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Greenwich, CT 06831-5180</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
8	6	-	0	9	3	3	8	3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Irene Moshouris</i>	Irene Moshouris VP & Treasurer	Date ▶ <i>4/30/12</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.