



Franklin Regional  
Council of Governments

## JACKSONVILLE ROAD SLOPE STABILIZATION Colrain, Massachusetts



### **ADDENDUM 2 – JULY 22, 2024** **INVITATION FOR BIDS 2024-2135**

**Bids due July 29, 2024 at 2pm**

**CONTACT INFORMATION:**

**ANDREA WOODS**  
**PROCUREMENT DEPT**  
**FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**  
12 Olive Street, Suite 2  
Greenfield, MA 01301

email: [awoods@frcog.org](mailto:awoods@frcog.org)

**AWARDING AUTHORITY:**

**TOWN OF COLRAIN, MA**

bid docs available at <http://frcog.org/bids>

**Engineering Plans and Specifications by:**

**BSC Group**  
803 Summer Street  
Third Floor  
Boston, MA 02127

## ADDENDUM 2 - INVITATION FOR BIDS

### TOWN OF COLRAIN – JACKSONVILLE ROAD SLOPE STABILIZATION

FRCOG IFB 2024-2135

#### 1. RFI Questions received. Answers are in *italics*

1. Many of the answers to questions regarding the drastically changed conditions read “The existing condition could be observed at the site meeting held on 7/9/2024. The contractor may take site measurements to confirm their quantities and bid accordingly.” The entirety of the site, being the washed away slope, is currently pitched to the river greater than a 1:1 slope and resembles unstable soils with loose boulders. Is it recommended that contractors attempt to traverse this slope in order to detail the changed conditions? Is there access to the river below via public property?

*The contractor's means and methods to obtain information are at their discretion.*

~~The existing bid documents do not appear to contain any plan sheets? Answer to Question #3 references plan sheets. Please provide plan sheets with the bid package as the download from the FRCOG website only has the IFB and Addendum #1. Retracted by contractor as they had not downloaded the plans.~~

2. In regards to Q&A #13. Please provide a quantity of Bituminous Concrete to be removed from the river as site conditions do not allow measurements to be taken without investigation via mechanical equipment. With the material being underwater, much is washed over with silts/sand and is unseen.

*All bituminous concrete to be removed is considered part of Item 120.*

3. In regards to Q&A #14, for equal bidding purposes. Will the Town allow trimming to be performed?

*Trimming is at the discretion of the town. The contractor and the town would need to perform a site walk and agree to any trimming.*

4. All contractors at the site walk strongly recommended following MassDOT guidelines for measurement and payment of the provided quantities. This would assist all parties involved by helping the Town of Colrain to avoid receiving inflated bids that may be well beyond their available budget. It appears the contract will remain as posted. Please confirm that contractors are to bid “at risk” with no available payment being made for actual performed quantities that run over what is specified. Including but not limited to items 120 Earth Excavation, 120.2 Slope Stabilization and its subsections, 144 Rock Excavation, 816.81 Temporary Traffic Control, 991.1 Control of Water.

*The bid items are to remain as listed.*

5. Will the Contractor be allowed to temporarily widen the west side of the roadway to shift traffic away from the slope stabilization construction activities?

*Temporarily widening the road would be at the Town's discretion. Detailed plans and a submission would be required to evaluate a proposed widening. All costs associated with a proposed widening would be at the contractor's expense, including any survey, environmental permitting, and right of way determination, and the contract completion date will not be modified. The existing town right of way for the west side of the road has not been determined/confirmed.*

6. Item 816.81 in the specifications states: "If the selected contractor decides to continue renting the current Temporary Traffic Control Signals from the same provider, the town shall be removed from all agreements and the contractor will assume full responsibility with no liability for the town." Can the Town provide a copy of the current rental agreement?

*See the copy of Town's rental agreement.*

7. Can the Town provide the current hourly rate for a police detail?

*The Town's detail rate is \$57.00/hour.*

8. Are there any types of erosion/sediment controls that need to be installed across the bottom of the proposed slope while the Contractor excavates down for the temp work pad, before the water control is installed? The Plan & Profile page in the contract drawings (sheet 1 of 7) shows sediment control barrier coming down the slopes and tying into the sand bag water control, however, the water control won't be installed until the after the excavation for the temporary work pad has been completed. Please clarify if additional erosion/sediment controls are needed.

*The contractor shall take necessary precautions to prevent additional material from entering the river. The contractor should install sediment control barrier across the bottom of the slope.*

9. Is there any information available related to the type of utilities running overhead (communication, electrical, etc), voltage (if electrical), and elevation of the lines?

*The following information was provided by the Town after inquiry to the utility: There are four wires on the pole, top to bottom: Electrical (primary), neutral, broadband and phone. The highest elevation is 35 ft, that's the top line, the primary, which has 7,970 volts. The neutral is 5 and 1/2 feet lower at 29.5 ft elevation.*

*Pole identifier: Eversource pole #36-51; Verizon pole #58*

*Eversource recommends that the contractor contact Verizon ASAP to determine if they will need to protect the pole (or associated lines) in any way. Verizon can take time to respond.*

10. Regarding the on-site traffic signals: The project's special provisions listed preemption and remote monitoring. The preemption is for emergency vehicles to be able to trigger the light to turn green. Remote monitoring would inform the town/contractor if the light is not working. Because

the existing system in place is satisfactory to the town, the specification in the bid is changed as follows:

*The project requirement for preemption and remote monitoring is removed. The Town's agreement in place at the present time is attached For Information Only. Bidder must do their own research.*

12. I am trying to determine if there are any DWMBE Goals regarding the use of Disadvantaged/Minority/Women owned Businesses. For government projects we are often required to provide a list of subcontractors that we plan to use to meet certain percentages (dollar values) of the total bid. Usually, 3-5 days after bid, low bidders are required to send in Schedules of Participation and Letters of Intent from these Subs.

*The project does not require that DWMBE goals be met.*

ALL OTHER PROVISIONS OF THE INVITATION FOR BIDS REMAIN UNCHANGED.  
PLEASE ACKNOWLEDGE ADDENDUM 2 ON THE BID FORM

Andrea Woods on behalf of the Town of Colrain

Franklin Regional Council of Governments

July 22, 2024

Attachment: Traffic Equipment Contract re: question 11.



Download Document

PDF SSR Rental Contract\_Set of PTS for Town of Colrain.pdf



# Rental Contract

## Rental\_Set of PTS - Town of Cloraine\_248734

Street Smart Rentals, LLC  
7526 4th Ave  
Lino Lakes, MN 55014

Contract # 248734

Date 1/17/2023

Est. Rental Term (9) - Rolling 28 day Term(s)

Est. Contract Date 1/23/2023 - 10/1/2023

Rep Name Kevin Charland

Rep Phone (978) 302-0071

Rep Email kcharland@streetsmartrental.com

**PREPARED FOR**  
Kevin Fox  
Town of Colrain  
Town Administrator  
bos@colrain-ma.gov

### Billing Address

Town of Cloraine  
55 Main Road  
Colrain, MA 01340

### Shipping/Pick Up Address

Town of Cloraine  
9 Jacksonville Road  
Colrain, MA 01340

| DESCRIPTION                         | QTY | UNIT PRICE | TERM TOTAL |
|-------------------------------------|-----|------------|------------|
| Portable Traffic Signal (Full size) | 2   | \$1,558.00 | \$3,116.00 |

FOR INFORMATION ONLY. BIDDER TO MAKE THEIR BID BASED ON THEIR OWN RESEARCH



Street Smart Rentals, LLC  
 7526 4th Ave  
 Lino Lakes, MN 55014

**PREPARED FOR**

Kevin Fox  
 Town of Colrairie  
 Town Administrator  
 bos@colrain-ma.gov

# Rental Contract

## Rental\_Set of PTS - Town of Cloraine\_248734

**Contract #** 248734  
**Date** 1/17/2023  
**Est. Rental Term** (9) - Rolling 28 day Term(s)  
**Est. Contract Date** 1/23/2023 - 10/1/2023  
**Rep Name** Kevin Charland  
**Rep Phone** (978) 302-0071  
**Rep Email** kcharland@streetsmartrental.com

**Billing Address**

Town of Cloraine  
 55 Main Road  
 Colrain, MA 01340

**Shipping/Pick Up Address**

Town of Cloraine  
 9 Jacksonville Road  
 Colrain, MA 01340

| DESCRIPTION                         | QTY | UNIT PRICE | TERM TOTAL |
|-------------------------------------|-----|------------|------------|
| Portable Traffic Signal (Full size) | 2   | \$1,558.00 | \$3,116.00 |

|                      |            |
|----------------------|------------|
| Recurring Total*     | \$3,116.00 |
| Est. One-Time Total* | \$0.00     |
| Est. Freight Total*  | \$1,500.00 |

\*Totals do not include Tax. Taxes are applied on invoices if your account is not exempt.

**Notes**

Quote is for (2) Portable Traffic Signal Trailers (1 set) equipped with doppler radar traffic detection.  
 Billing is based on (9) 28-day billing periods. If rental needs to go longer, a new rental agreement will be required. If rental ends early, customer is subject to prorated fees.  
 Freight is a 1x cost for shipping only. Customer is responsible for unloading, physical setup and reloading for pickup.  
 Street Smart will assist with programming during initial deployment.  
 Customer will be billed every 28-days until customer informs SSR when unit needs to be taken off rent, and assist in return of equipment to designated SSR location by reloading onto a flatbed or holding in customer yard.  
 Any additional equipment or parts are not included in quote.  
 Any applicable taxes not included in quote.  
 Current lead time 1 week and subject to change.

**Prime Contractor/Owner Information**

Please note the prime contractor, owner, and job location of the object that the equipment for whom the Equipment will be used.

|              |                                     |
|--------------|-------------------------------------|
| Prime        | Townof Colrain                      |
| Owner        | Townof Colrain                      |
| Job Location | JacksonvilleRD. Colrain, MA., 01340 |
| PO Number    |                                     |

**Terms and Conditions**

The undersigned represents and warrants s/he read the Terms and Conditions included and incorporated into this rental contract and is of legal age, competent and has the authority and power to sign this Contract and be legally bound by such Terms and Conditions, understanding that this Contract is valid and enforceable once executed by the Lessee below.

|                  |                  |
|------------------|------------------|
| Town of Colraine |                  |
| Signature        | <i>Kevin Fox</i> |
| Print Name       | Kevin Fox        |
| Date             | 1/17/2023        |

Find us online at <https://www.streetsmartrental.com/>  
Thank you fo your business!

## Rental Agreement Terms and Conditions

1. **DISCLAIMER.** IN PROVIDING SERVICES AND FURNISHING EQUIPMENT AS PART OF A PROJECT, STREET SMART RENTALS, LLC ("SSR") RELIES ON THE NEEDS AND REQUIREMENTS AS CONTAINED IN THE PLANS AND SPECIFICATIONS PROVIDED FOR THE PROJECT (IF APPLICABLE). ALL PROVIDED MATERIALS, EQUIPMENT AND SERVICE WERE BASED UPON INFORMATION PROVIDED TO SSR. SSR HAS NOT INDEPENDENTLY VERIFIED THE ACCURACY OF THE INFORMATION. THE SERVICES AND EQUIPMENT PROVIDED BY SSR SHALL BE CONSIDERED RECOMMENDATIONS, SUBJECT TO ACCEPTANCE AND APPROVAL BY THE DESIGNATED PROJECT ENGINEER ALONE. BY PROVIDING SERVICES, SSR IS NOT PROVIDING ENGINEERING SERVICES. SSR DOES NOT DESIGN, MANUFACTURE, TEST OR INSPECT THE EQUIPMENT SPECIFIED AND PROVIDED, OR THE SOFTWARE / HARDWARE OR LOGIC, FOR THE PROJECT BUT MERELY SUPPLIES THE MATERIALS, EQUIPMENT AND COMPONENTS PER THE REQUEST / SPECIFICATION PROVIDED.

2. **Force Majeure.** SSR shall not be liable for the consequences of any failure or delay in the performance of its obligations herein due to circumstances beyond its reasonable control, including but not limited to acts of God.

3. **Terms.** SSR ("hereinafter Lessor") hereby rents and leases to *Town of Colraine* ("Lessee") the Equipment ("Rental") listed in the Rental Contract, together, with all related tools, tires, attachments, additions, and accessories (collectively, the "Equipment") for the rental period described. The Rental Contract begins upon Equipment delivery to Lessor and/or the job location and continues until all Equipment is returned to Lessor and/or actual pickup of Equipment, and/or upon written communication with Lessor as set forth herein (the "Rental Period"), subject to all the terms and provisions contained in this Rental Contract (the "Contract"). During the Term, Lessor, on a non-exclusive basis, may rent Equipment to Lessee on multiple occasions which rentals will all be subject to the terms and conditions of this Contract regardless of the date of each ("Rental"). Rental rates are based on Rental Period described within Rental Contract or otherwise as agreed, quoted verbally or in writing, if Rental Period is shortened or modified from original agreement, Lessor shall adjust rental rate accordingly and Lessee will be required to pay the difference in rental rates (if applicable). In the event of a conflict between any Rental, other representation, or documentation and this Contract, the terms of this Contract shall govern.

4. **Lessee's Responsibilities.** Lessee shall pay all Rental rates and other charges per the Contract when due. Ownership of the Equipment shall remain with Lessor. Lessee shall: (a) ensure that all safety and operating information (e.g., manuals, log books, warning labels supplied, etc.) is made known to those who will operate or use the Equipment; (b) not alter or deface any part of the Equipment without consent; and (c) will not leave the key(s) in the ignition while the Equipment is unattended.

5. **Lessee Representations.** By renting Equipment from Lessor, Lessee represents and warrants that: (a) Upon delivery of Equipment: (i) the Lessee confirmed the manuals, as specified by manufacturer, are included with Equipment; (ii) the Lessor reviewed the control functions with the Lessee upon written request; (iii) the Lessor reviewed the operating controls, safety devices, and manuals specific to Equipment with a qualified person or operator of Lessee who shall use Equipment, and who is of appropriate age, experience, and properly trained to use Equipment; and (iv) the qualified person or operator of Lessee who shall use Equipment is familiarized with location, purpose, and function of all operating controls, safety devices, and manuals specific to Equipment; (b) prior to each use of Equipment, Lessee has or will inspect Equipment; (c) Equipment is fully operable and in good mechanical condition, free from defects, and fit for Lessee's intended use; and (d) any and all operators of Equipment are authorized by Lessee, and are competent, trained, qualified and licensed to operate Equipment; and (e) Equipment shall only be used for its intended purpose and used with appropriate equipment. Lessee acknowledges and agrees that Lessor has no control over the way Equipment is operated during the Actual Rental Period and that Equipment may be dangerous if used improperly or by untrained parties. Lessee represents and warrants: (i) Equipment will not be subject to neglect, carelessness, misuse, or abuse, including but not limited to, being overloaded or taxed beyond its capacity or be used for transportation, storage, use or removal of explosives or hazardous products or materials; (ii) Equipment will be operated only by individuals who are not under the influence of drugs or alcohol or otherwise impaired and who are properly trained and qualified to use Equipment; used with protective equipment according to legal and industry standards, and in careful, proper and legal manner; used in compliance with all operational and safety instructions provided on, in or with Equipment, including the manufacturers specifications, and all federal, state and local laws, ordinances, rules, standards and regulations; and kept in a secure locations; (iii) Lessee will not remove Equipment from country in which equipment was delivered. Lessee acknowledges that Lessee is solely responsible to obtain training that Lessee desires or deems necessary prior to the use of Equipment and Lessee disclaims any obligation or responsibility of Lessor to Lessee or any operator of Equipment.

6. **Lessee's Inspection and Waiver.** Lessee has inspected the Equipment upon delivery and finds it acceptable for its use. Lessor requires Lessee to provide photos of all equipment upon delivery and pick up. After inspection, Lessee must promptly notify Lessor regarding any concern with the Equipment within 24-hours of delivery and before use of the Equipment; otherwise, it will be presumed the Equipment was in good working order to Lessee's satisfaction, Lessee waiving any future objections.

7. **Insurance.** Lessee shall, at its cost, maintain the following insurance coverage to be in force during and including the entire Rental Period: a) general liability insurance limits of no less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate; b) "All Risks" property insurance covering any loss or damage to the Equipment at replacement cost with new Equipment, without deduction for depreciation or wear or tear or, any deductible to be paid by Lessee; and c) Workers compensation coverage and employers liability coverage on a primary basis for worker's compensation benefits incurred or claimed by Lessee's agent's, employees and representatives; d) Umbrella & Automobile Liability coverage for each accident of \$1,000,000; e) Inland Marine / Leased Equipment insurance for all rented equipment (other than Truck Mounted Attenuators) for \$75,000; f) For vehicle and Truck Mount Attenuator rentals, Hired Physical Damage coverage with SSR as loss payee for up to \$115,000. All insurance required shall be primary, non-contributory, and name Lessor, Street Smart Rentals, LLC 7526 4th Ave., Lino Lakes MN 55014, as an additional, named insured. Lessee shall provide Lessor with Certificates of Insurance ("COI"); however, the failure of Lessor to demand a COI shall not void the requirement. The COI shall provide that any insurer affording coverage SHALL provide notice of any cancellation or decrease in coverage to SSR 30-days in advance of the effective date of any cancellation or decrease in coverage. Insurance example of required coverage shall be attached to this rental agreement. If none attached, please request from SSR.

8. **Lessee's Maintenance of the Equipment.** Lessee shall keep the Equipment clean and in good working order and condition and complete at its cost all routine maintenance and cleaning required, complying with the manufacturer's preventative maintenance guidelines. Lessee shall not alter or modify the Equipment.

9. **Condition of Equipment Upon Return.** Lessee shall return the Equipment, together with all accessories, literature, manuals, and components supplied, free from damage or defects, and in the same condition as when first delivered, excluding ordinary wear and tear. Ordinary wear and tear means normal deterioration due to reasonable use and shall not include damage due to: (i) improper maintenance; (ii) weather, wind, water or flood; (iii) collision, overturning, or improper operation; (iv) alteration or modification of the Equipment.

10. **Right of Inspection and Repossession.** Lessee or its designee (including law enforcement) has the right to inspect the Equipment at any time anywhere during the Rental Period, including the right to take possession of and remove the Equipment without legal process or notice if (i) Lessee fails to comply with its obligations; or (ii) there is a permanent closure of the stored location of the Equipment (iii) any arm of any federal, state or local government declares an emergency, disaster or similar situation. Lessee waives any rights of redress or legal recourse Lessee might otherwise have due to such repossession. If Lessor is unable to repossess the Equipment, Lessor at its discretion, may bill Lessee for the entire value of the Equipment at the time of delivery to Lessee, in addition to rental fees already accrued and other costs hereunder, including reasonable attorneys' fees. Lessee shall pay for all costs and reasonable attorneys' fees incurred in furtherance of collection efforts and/or actions to recover possession of the Equipment.

11. **Payment.** Lessee shall pay Lessor all amounts due in full per Lessor's invoice. If Lessee has directed charges to be billed to another person and such person shall fail to make the required payments, Lessee shall be responsible. Timely payments shall bear interest at the rate of 5% per month, or the maximum rate permitted by law, until paid in full. Lessee will pay Lessor all time and mileage, service, minimum, or other charges at the rates per this Contract. Lessor may retain the security deposit given to apply toward any amount due. Deposits shall be returned after all sums due Lessor are paid in full. If a credit card is supplied by the Lessee to Lessor, Lessee grants Lessor the charge such credit card immediately and/or consecutively any sums due Lessor until paid in full, including without limitation any additional rental rates and/or charges incurred by Lessor for Lessee's failure to return the Equipment or loss or damage to the Equipment.

12. **Return of Equipment.** Equipment shall be returned to the SSR facility from which it originated, during normal business hours at the expense of the Lessee. If the Equipment was shipped to Lessee, at the end of the Rental Term, or earlier if reasonably demanded by Lessor, Lessee agrees to safely retain, store and

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insure the Equipment, together with all tires, tools and accessories, at Lessee's location or elsewhere as agreed upon for up to 120-days, at no cost to Lessor, until arrangements are made for the return the Equipment.

**13. Default.** Lessee shall be in default under this Contract if: (a) Lessee fails to pay any amount owed when due; (b) makes any misstatement of material fact; and (c) fails to return the Equipment and in the condition as when delivered; (d) fails to perform anything required by this Contract; (e) fails to provide adequate insurance; (f) fails to provide adequate installation / maintenance of Equipment according to manufacturer recommendations. Upon a default, then, in addition to all rights and remedies available to Lessor at law or in equity, Lessor has the right to terminate this Contract, and require Lessee to immediately pay Lessor the amount of the then-unpaid amounts due, all costs and reasonable attorneys' fees and collection costs incurred by Lessor in any of Lessor's collection efforts and/or actions to recover possession of Equipment, or to enforce any term of this Contract or to collect any sums of money, damages, or costs from Lessee herein.

**14. Damages.** Lessee is responsible for any damage or to the Equipment beyond that due to ordinary wear and tear arising out of the use and operation of the Equipment. Lessor shall immediately discontinue use of the Equipment upon observing any issues with the operation of the Equipment. If the Equipment is lost, Lessee shall notify Lessor within 24-hours of discovery. Lessee shall not permit or make any repairs to the Equipment without Lessor's express consent. If the Equipment needs repairs after use by Lessee, Lessee shall be responsible for the cost of repairs as determined by the Lessor and, if irreparable, for replacement cost of new equipment and all related costs incurred during the period necessary to replace the Equipment as well as any continuing rental charges per the Contract until the Equipment is replaced and restored to rental use. Lessor shall have sole discretion whether to repair or replace the Equipment.

**15. Assumption of Risk, Indemnification, Hold Harmless and Claims of Others.** Lessor agrees the Equipment and its operators are under its care, custody, and control of Lessee. During the Rental Period, Lessee hereby assumes full and complete responsibility for all risks of loss, damages, including damages to the Equipment, liability, responsibility, demands, and claims of every type, nature, or kind, however arising, including for personal injuries, connected with or in any way related to this Contract or use, operation, or possession of the Equipment. To the extent permitted by applicable law, Lessee shall, and will, fully indemnify, release, acquit, defend (with counsel approved by Lessor), protect, forever discharge Lessor, and shall hold Lessor, its officers, agents, representatives and employees completely harmless, from and against any and all claims, lawsuits or legal action wherein assertions, or demands, are made or brought, and which seek or claim any form of recovery or entitlement for, injury, death, damages or loss of any nature, type or kind, or otherwise and in any manner connected with, arising out of or related to the use, operation or possession of the Equipment during the Rental Period. With respect to claims by employees of Lessee or its suppliers, the indemnity obligations created under this Section shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Lessee or its suppliers under any workers' compensation, disability benefits, or other employee benefits, acts or regulations, and Lessee hereby waives any limitation of liability arising from any workers' compensation or such other acts, statutes, or regulations. Lessee shall immediately notify Lessor, the local, state or federal authorities as required, and if applicable, and Lessee's insurers, property or liability, in the event of any occurrence, incident, theft, vandalism, accident, casualty, loss, death, injury, citation, fine, or other damages to person or property, occurs in connection with the possession, use and operation of the Equipment, and shall submit any and all copies of reports, processes, pleadings, notices or papers of any kind received or sent by Lessee regarding the same to Lessor. This provision shall survive the termination of this Contract and the end of the Rental Period.

**16. Damage Waiver.** A damage waiver equal to 15% of the gross rental rate may be charged to Lessee unless Lessee furnishes evidence of having appropriate insurance coverage (as identified above). The damage waiver shall not constitute insurance, and Lessee assumes the risk of all loss or damage to the Equipment as set forth in Section 11 herein. The damage waiver applies solely for Acts of God and normal wear and tear and shall not relieve or otherwise limit any of Lessee's responsibilities or obligations contained in this Contract. Lessee acknowledges that the damage waiver does not and shall not apply to any other loss or damage, which shall be the responsibility of Lessee, including but not limited to, theft, vandalism, or malicious mischief, excessive wear and tear or Lessee's breach of this Contract. The damage waiver is in effect until evidence of insurance is received by Lessor. Damage waiver amounts are refundable as credit for the sixty (60) days immediately preceding Lessor's receipt of evidence of insurance. All other damage waiver amounts invoiced before receipt of the evidence of insurance are not refundable.

**17. No Warranties.** LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT SHALL BE RENTED ON AN "AS-IS, WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT ANY RECOURSE AS TO OR AGAINST LESSOR. LESSOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, AND ALL IMPLIED WARRANTIES OF ANY TYPE, PURPOSE OR KIND, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF OR IN TRADE, AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. ADDITIONALLY, LESSOR HEREBY DISCLAIMS ANY OF ITS OBLIGATIONS OR LIABILITIES ARISING FROM ANY STATUTE, WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE. LESSEE IS NOT RELYING ON ANY REPRESENTATIONS OF LESSOR THAT THE EQUIPMENT IS SUITED FOR LESSEE'S INTENDED USE, OR IS FREE FROM DEFECTS IN ITS DESIGN, MANUFACTURE, CAPACITY, MATERIALS USED, PERFORMANCE, OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR ANY THIRD PARTIES DUE TO OR AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN OR ASSOCIATED WITH THE EQUIPMENT.

**18. Limitation of Lessor Liability and Damages to Lessee.** To the extent permitted by applicable law, and except for willful or wanton misconduct by Lessor, Lessor shall not be liable to Lessee under any legal theory whatsoever, whether in tort, negligence, strict liability, contract, breach of warranty, or otherwise, for any direct or indirect loss, incidental, exemplary, consequential, or statutory damages, arising in any manner whatsoever out of the use, operation and possession of the Equipment. LESSOR'S LIABILITY, IF ANY, ARISING OR CONNECTED TO ANY RENTAL DURING ANY RENTAL PERIOD SHALL BE LIMITED TO AND SHALL NOT EXCEED THE TOTAL RENTAL CHARGES AND FEES PAID OR TO BE PAID BY LESSEE FOR THE SPECIFIC INVOICED RENTAL OF THE EQUIPMENT, ANY OTHER SUMS ARE HEREBY DEEMED WAIVED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE PARAGRAPHS 2A-503 AND 2A-508-522 AND ANY APPLICABLE STATE COUNTERPART PERTAINING TO A LESSEE'S RIGHTS AND REMEDIES AGAINST A LESSOR AND, TO THE EXTENT THE LAW ALLOWS, LESSEE AGREES TO WAIVE ANY AND ALL SUCH RIGHTS AND REMEDIES LESSEE MAY OTHERWISE HAVE, OR HAD, AVAILABLE. LESSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS, LIMITATIONS AND WAIVERS DEPRIVE IT OF AN ADEQUATE REMEDY AT LAW, DUE PROCESS, OR OTHERWISE OR CAUSE THIS CONTRACT TO FAIL IN ITS ESSENTIAL PURPOSE. LESSEE AND LESSOR HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN THIS CONTRACT HAVE BEEN NEGOTIATED, ARE FUNDAMENTAL AND MATERIAL ELEMENTS OF THE UNDERLYING BASIS OF THIS CONTRACT AND THE BARGAIN STRUCK AND ARE BY NO MEANS UNCONSCIONABLE.

**19. Taxes.** Lessee shall be responsible for all taxes imposed by applicable governmental authorities. If Lessee is exempt from the payment of any tax, Lessee shall promptly provide evidence of exemption to Lessor. Lessee shall pay all taxes until evidence of exemption is received and accepted by Lessor.

**20. Equipment Owned by Third Parties.** In the event the Equipment is the subject of a lease agreement with third parties, such as financial institutions and their successors and assigns (each, a "Third-Party Lessor"), Lessee acknowledges and agrees that all of its rights under the Contract, in and to the Equipment, including Lessee's right to possession, are subordinate and subject to the rights and claims of Third Party Lessor against the Equipment, including but not limited to the right of Third-Party Lessor to take possession of Equipment, without any liability of the Third-Party Lessor to Lessee. In the event the Third-Party Lessor takes possession of the Equipment, but in no event shall any failure by Lessor to do so diminish, in any way, Third-Party Lessor's right to possession of Equipment.

**21. Charges.** If applicable, all mileage, time and other charges for the rental of the Equipment shall be calculated as follows: (a) metered time (based on the hour meter on Equipment) over eight (8) hours per twenty-four (24) hour day, forty (40) hours per seven (7) day week, and one hundred sixty (160) hour per twenty-eight (28) day month, is charged in addition to, the daily, weekly, or monthly rates; and (b) mileage charges, when applicable, shall be calculated using the odometer on the Equipment, in addition to time charges. Tollway charges are responsibility of the Lessee. Equipment fuel/fluids: The Equipment shall be provided to Lessee with a full tank of fuel and/or applicable fluids, and Lessee, at its expense, shall return the Equipment with a full tank of fuel and fluids. Lessor reserves the right to charge Lessee for all expenses incurred plus a fee of \$100 for equipment returned with less than full fuel /fluid tanks.

**22. Miscellaneous.** This Contract shall be construed and enforced in accordance with the laws of the State of Minnesota, excluding its conflicts of laws' principles. The parties agree that any action related to this Contract or subject matter thereof shall be brought and maintained only in the State and/or Federal Courts located in Anoka County, Minnesota, with the strict exception of foreclosure action(s) of mechanic or supplier liens by Lessor, which shall be brought and maintained in the Courts of the state where Equipment is rented and/or where the construction project is located. Handwritten changes to this Contract shall have no legal force. This Contract is incorporated into Lessee's Credit Application by reference, as if more fully set forth herein, irrespective of whether Purchaser executes

This quote and any attachments originated from Street Smart Rentals, LLC may contain information that is proprietary, privileged client communications, or work product. If you are not the intended recipient, you are not authorized to read, retain, or distribute this information. If you received this in error, please notify the sender immediately and delete all copies.

Contract. Subject to the terms, conditions, representations, warranties, and promises to guaranty of Lessee's Credit Application, this Contract contains the entire understanding between Lessor and Lessee with respect to the subject matter herein.

**23. Lessor's Rights and Remedies.** Upon Lessee's default, the balance of all unpaid Base Rent, other charges owed by Lessee are deemed payable immediately, Lessor being entitled to the balance due together with interest at the rate of 5% percent per month from the date payment is past due to the date of payment by Lessee. Lessee will reimburse Lessor for all costs and expenses, including reasonable attorneys' fees, incurred to collect monies due, and enforce Lessor's rights and remedies herein, together with interest at the rate of 5% percent per month from the date incurred. The remedies of Lessor will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other. No failure or delay by Lessor to exercise any remedy or right under this Contract will operate as a waiver in any respect. Acceptance by Lessor of rent or other payments made by Lessee after default will not be deemed a waiver if Lessor's rights and remedies arising from Lessee's default.

**24. Lessor in Default.** Lessor shall not be in default or deemed to be in breach of this Contract until it has or has been given a reasonable period and amount of time to cure the basis for the actual or claimed default. In no case, however, is or shall Lessor be liable due to seizure of the Equipment by order of governmental authority or any force majeure consisting of an event beyond its control.

**25. Terms Survive Contract.** All terms and provisions of this Contract that should by their nature survive the termination, regardless of reason, of this Contract shall so survive, including but not limited to all paragraphs establishing remedies, duties, indemnification, and waivers.

**26. Contract Survives Partial Invalidity.** If any provision of this Contract, or any portion thereof, or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Contract, or the remainder of any such provision, and the application of those provisions to any parties or under circumstances, will remain valid and in full force and effect.

**27. Assignment.** Lessor may assign the Contract or any rights arising under or by virtue of it at any time without Lessee's consent. In the event of any assignment, Lessor's assignee will have all the rights and remedies of Lessor as set forth in this Contract. Notwithstanding any sublease, sub-rent, assignment, or loan of or relating to the Equipment, Lessee's obligations shall not be modified, affected, or otherwise altered and all terms and conditions of this Contract shall continue to apply to Lessee.

**28. Original Signature Equivalents.** Digital, electronic, photocopy and faxed signatures hereon or herein shall be deemed the equivalent of originals and satisfactory, and legally binding, for all purposes.



**Insurance Requirements**

As a customer of Street Smart Rentals, LLC we are requiring that you provide us with evidence of insurance that meets the minimum requirements outlined below. Depending on the type of equipment you are renting the requirements vary. See highlighted sections for details.

**Commercial General Liability (Occurrence Form)**

|   |             |
|---|-------------|
| Each Occurrence   | \$1,000,000 |
| Damage to Rented Premises (Each Occurrence)   | \$100,000   |
| Med Exp (Any one person)  | \$5,000     |
| Personal & Advertising Injury Liability   | \$1,000,000 |
| General Aggregate (Other than Prod/Comp Ops Liability)  | \$2,000,000 |
| Products/Completed Operations Aggregate   | \$2,000,000 |
| · Street Smart Rentals, LLC named as Additional Insured on a primary and noncontributory basis. |             |
| · Waiver of subrogation in favor of Street Smart Rentals, LLC                                   |             |
| · 10 days' Notice of Cancellation (NOC) in favor of Street Smart Rentals, LLC                   |             |

**Workers Compensation and Employer's Liability**

**Workers Compensation State Statutory Limits**

**Employer's Liability**

|                           |                         |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$500,000 each accident |
| Bodily Injury by Disease  | \$500,000 policy limit  |
| Bodily Injury by Disease  | \$500,000 each accident |

**Automobile Liability**

\$1,000,000 each accident

- Liability will include symbol 1-Any Auto
- Street Smart Rentals, LLC named as Additional Insured on a primary and noncontributory basis
- Hired Physical Damage coverage will be primary, name Street Smart Rentals, LLC as Loss Payee providing coverage for vehicles up to \$115,000 and 19,000 GVW.
- \*\*REQUIRED for all Truck-Mount Attenuator rentals.

10 days' Notice of Cancellation (NOC) in favor of Street Smart Rentals, LLC

**Umbrella Liability**

|  |  |
|--|--|
| Each Accident  | \$1,000,000  |
| Inland Marine/Leased Equipment   | \$75,000 Limit with Deductible less than or equal to \$2,500 |
| **REQUIRED for all equipment rentals, excluding Truck-Mount Attenuators. |  |

The above coverage must be placed with an insurance company with an A.M. Best rating of A-VII or better. The certificate shall provide that the insurer SHALL mail notice of any cancellation or reduction of the insurance to the Additional Insured at least 10 days in advance of the effective date of any cancellation or reduction.

**Initial to confirm the lessee carries the insurance required for the rental as outlined X:**

The certificate must be forwarded to the email address below before the rental can begin.

Email: [coi@streetsmartrental.com](mailto:coi@streetsmartrental.com)

Thank you,  
Street Smart Rentals, LLC  
7526 4th Ave.  
Lino Lakes, MN 55014

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MASSACHUSETTS DEPARTMENT OF REVENUE

CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections 6(d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side).

TOWN OF COLRAIN  
JACKSONVILLE ROAD  
COLRAIN MA 01340-0031

EXEMPTION NUMBER E  
046-001-120  
ISSUE DATE  
08-31-89  
CERTIFICATE EXPIRES ON  
NONE

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE  
STEPHEN W. KIDDER

# MIIA PROPERTY AND CASUALTY GROUP, INC.

## CERTIFICATE OF INSURANCE

DATE(MM/DD/YYYY)  
07/01/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE CONTRACTS BELOW.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the contract(s) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|   |   |
|---|---|
| <b>INSURED</b><br>Town of Colrain<br>55 Main Road<br>P.O. Box 31<br>Colrain, MA 01340 | <b>PRODUCER</b><br>MIIA Member Services<br>Department 530, P.O. Box 4106<br>Woburn, MA 01888-4106 |
|---|---|

**COVERAGES** **CERTIFICATE NUMBER: 10** **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT CONTRACTS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CONTRACT 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 CONTRACTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CONTRACTS.**

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | CONTRACT NUMBER | CONTRACT EFF (MM/DD/YYYY) | CONTRACT EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|-----------------|---------------------------|---------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><hr/> GEN'L AGGREGATE LIMIT APPLIES PER LOCATION                                       |           | COL00019-04-22  | 07/01/2022                | 07/01/2023                | Each Occurrence \$1,000,000<br>Damage To Rented Premises (Each occurrence) \$100,000<br>Med Exp (Any one person) \$15,000<br>Personal & Adv Injury \$1,000,000<br>General Aggregate \$3,000,000<br>Products - Comp/Op Agg \$3,000,000 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS              |           |                 |                           |                           |   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS                       |           |                 |                           |                           |   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A       |                 |                           |                           |   |
|          |  |           |                 |                           |                           |   |
|          |  |           |                 |                           |                           |   |
|          |  |           |                 |                           |                           |   |

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

EVIDENCE OF INSURANCE

**CERTIFICATE HOLDER** **CANCELLATION**

**STREET SMART RENTALS LLC**  
 26 4TH AVE  
 WINO LAKES, MN 55014

SHOULD ANY OF THE ABOVE DESCRIBED CONTRACTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
