

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and Palmdale Oil Company, Inc., located at 911 N. 2nd Street, Fort Pierce, FL 34950, possessing FEIN# 59-2358666 (hereinafter referred to as "SUPPLIER") under seal for the Bulk Motor Oil and Fluids, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on March 16, 2021 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #21B-078 - Bulk Motor Oil and Fluids, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Certificate of Insurance and Notice to Proceed.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

Section 4 – Term. This Work (defined herein) shall commence upon effective date of Agreement, and will conclude upon the Project's final completion on March 31, 2024 with the option to renew for two (2) additional one (1) year terms pending mutual agreement (the "Term"). All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. SUPPLIER shall complete the Work for Project 21B-078, more fully set forth on EXHIBIT A hereto, as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

Section 6 – Compensation. COUNTY shall make payment according to Exhibit B, Fee Schedule, (the "Agreement Price"), to SUPPLIER under COUNTY's established procedure, upon completion of the Work as described in this Agreement. There shall be no provisions for pricing adjustments during the Term. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, to in acceptable condition.

Section 7 – Assignment. SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 –Books and Records. SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marioncountyfl.org**

B. SUPPLIER shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 13 – Insurance. As applicable, during the Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. SUPPLIER shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Marion County Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** shall be provided by SUPPLIER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** shall be purchased and maintained by SUPPLIER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. A "subrogation waiver endorsement" is required.
- **General Liability** shall be maintained by SUPPLIER for the duration of the Project with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is written on a claims-made basis, SUPPLIER must maintain the policy a minimum of 5 years following completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, SUPPLIER will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

Section 15 – Default/Termination. In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448:095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Contract unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, SUPPLIER has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that SUPPLIER's subcontractor has knowingly violated Section 448.09(1), F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
- g) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for a least one (1) year after the date of termination.
- h) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes.

This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – SUPPLIER Conduct. These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER’s employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER’s work or at the SUPPLIER’s express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If the Agreement is for One Million Dollars or more, SUPPLIER certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUPPLIER was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.,
or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, SUPPLIER certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUPPLIER was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and SUPPLIER meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. SUPPLIER is found to have:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. SUPPLIER is found to have:
 - a. Met either prohibition set forth in Section "25(B)(2)" above or
 - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. SUPPLIER is found to have:
 - a. Met any prohibition set forth in Section "25(B)(4)" above or
 - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

OR

7. Was entered into or renewed on or after July 1, 2018, and
 8. SUPPLIER is found to have met any prohibition set forth in Section "25(B)(4)" above.
- C. Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. SUPPLIER is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 26 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify SUPPLIER, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 27 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A** and **EXHIBIT B**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

SUPPLIER: Palmdale Oil Company
911 N. 2nd Street, Fort Pierce, FL 34950
CONTACT PERSON: Scott Bennin | Phone: 772-461-2300

COUNTY: Marion County Fleet Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: sbennin@palmdalcoil.com and lach@palmdalcoil.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

[Signature] 03/2 /2021
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

[Signature] 03/2 /2021
JEFF GOLD DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: March 16, 2021
21B-078| Bulk Motor Oil and Fluids

[Signature] 3-4-2021
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

[Signature]
SIGNATURE
Mrs Vasquez
PRINTED NAME

PALMDALE OIL COMPANY

[Signature] 03/02/21
BY: Billy Chavers DATE
PRINTED: CFO/Treasurer
ITS: (TITLE)

WITNESS:

[Signature]
SIGNATURE
JAMES MINTER
PRINTED NAME

EXHIBIT A

21B-078 - SCOPE OF WORK

Fee schedule includes environmental fees, pump charges, shipping and delivery to Marion County Fleet Management, located at: 3330 SE Maricamp Road, Ocala, FL 34471. Each bulk delivery may range from 300 to 1,500 OEM specifications needed for the oil application. Bulk oil must be delivered in truck/tanker designated for oil only. Deliver to Fleet Management location within 4 business days after receipt of order. Lubricants must meet or exceed the following characteristics/properties:

1. 15w40 HD Conventional Motor Oil – Shell Rotella T, or County Approved Equal

TYPICAL PROPERTIES		
<u>Properties</u>	<u>Method</u>	<u>Shell Rotella T Triple Protection 15W-40(CJ-4)</u>
SAE Viscosity Grade		15W-40
Kinematic Viscosity @40°C mm ² /s	ASTM D445	120
Kinematic Viscosity @100°C mm ² /s	ASTM D445	15.5
Viscosity Index	ASTM D2270	135
Density @15°C kg/L	ASTM D4052	0.879
Sulfated Ash %	ASTM D874	1.0
Total Base Number mg KOH/g	ASTM D2896	10.1
Flash Point (COC)	ASTM D92	204
Pour Point °C	ASTM D97	-30

Specifications

- API CI-4, CI-4 Plus, CI-4, CH-4, CG-4, CF-4, CF.
- API: SM,SL, SJ, SH
- ACEA: E9, E7
- JASO DH-2, MA, MA2

Meets or exceeds OEM Standards:

- Caterpillar: ECF-1A, ECF-2, ECF-3
- Cummins: CES 20081
- DDC: 93K218
- Deutz: DQC III-10 LA
- Mack: EO-O Premium Plus
- Ford: WSS-M2C171-E
- MAN: M3575
- MB Approval: 228.31
- MTU: Category 2.1
- Renault Trucks: RLD-3
- Volvo VDS-4

2. 15w40 CNG Synthetic Engine Oil

TYPICAL PROPERTIES		
Volumetric mass at 15°C	kg/m ³	884
Viscosity at 100°C	Mm ² /s (cSt)	14
Low ash content	% m	0,5
Flash point	°C	<-24
Pour point	°C	>200
T.B.N	mgKOH/g	5

Meets or exceeds OEM Standards:

- Cummins CES 20074

3. 5W30 Bulk Synthetic Motor Oil (Must be CNG engine application approved)

TYPICAL PROPERTIES	
Specific gravity @ 60/60oF	0.852
Viscosity, cSt @ 100°C (ASTM D 445)	12
Viscosity, cSt @ 40°C (ASTM D 445)	69
Viscosity Index (ASTM D 2270)	171
Cold crank simulator, cp @ -25°C (ASTM D 5293)	6200@ -30°C
Pour Point, oF (°C) (ASTM D 97)	-33 (-36)
Phosphorous, ppm	760
NOACK, wt% loss	10

International Standards

- ACEA C3
- API SN

Meets or exceeds OEM Standards:

- Mercedes-Benz: 229.51 approval
- BMW Longlife-04 (LL-04) approval
- Volkswagen 502.00/505.01 approval
- Hyundai-Kia Recommended by Hyundai-Kia for service fill
- GM Dexos 2, license number GB2C0301070 (Opel, Vauxhall, Chevrolet) (Backward compatible GM LL-A-025, LL-B-025)

4. AW68Hydraulic Oil

TYPICAL PROPERTIES	METHODS	68
Color	ASTM D 1500	L1.0
Viscosity at 40°C, cSt	ASTM D 445	64.6
Viscosity at 100 oC, cSt	ASTM D 445	8.7
Viscosity Index	ASTM D 2270	100+
Specific Gravity @ 60/60oF	ASTM D 1298	0.870
Pour Point, oF (oC)	ASTM D 97	-6 (-35)
Flash Point, COC, oF (oC)	ASTM D 92	477 (247)
Copper Strip Corrosion, oF (oC)	ASTM D 130	1A
4 Ball Wear, scar diameter, mm (75oC, 40kg, 1hr @ 1200rpm)	ASTM D 2266	0.45
Oxidation Test	ASTM D 943	5000+

Specifications

- Afnor E48603 Category Hm
- Cincinnati Machine P68, P69, P70
- Denison Hf-0, Hf-1, Hf-2
- Din 51524 Part 2 Category Hlp
- Iso 6743/4 Category L-Hm
- Vickers I-286-S, M-2950-S

5. Mercon SP/LV Transmission Oil

Multi-vehicle automatic transmission fluid that meets or exceeds current original equipment manufacturers specifications in the mid to high viscosity range for automatic transmission fluids, including some of the latest OEM specifications from North America, Europe and Asia. The listing includes Allison, BMW, Chrysler, Ford, GM, Mazda, Honda, Mitsubishi, Toyota, and others.

Meets or exceeds OEM's Standards:

- Allison C4, TES 295
- BMW LT 71141; Shell LA 2634; ETL-7045E; 8072B
- Caterpillar Cat TO-2
- Chrysler ATF +3 / +4
- GM DII / III / IIIG / IIIH
- Ford M, MV**
- Honda ATF Z1
- Hyundai / Kia / Mitsubishi SP-II, SP-III
- JASO 1A (M315-2004)
- Jaguar – Idemitsu K17,
- Land Rover – Texaco N402,
- Mazda ATF M-III, or M5
- Mercedes 236.01;02;03;05;06;07;09;10;11; ATF 3403
- Nissan Matic D / J / K,
- Subaru ATF, ATF-HP
- Toyota T-III, T-IV,
- VW / Audi Part #G052 025(09M), G 052 990(09A)
- ZF TE-ML 03D / 04D / 14A / 17C specs.

6. AW32 Hydraulic Oil

Meets or exceeds OEM Standards:

- Allison – Hydraulic Trans Fluid; GMC, Type C, C-1, C-2, C-3, C-4*
- Allis-Chalmers - #272843, Part #924282 (Power Fluid No. 821), Part #246634
- Caterpillar – TO-2
- Clark Transmissions; Deutz-Allis – 272843 (Power Fluid 821XL)
- J.I. Case – Hi-Lo CH Fluid JIC 145, Case-O-Matic Type A, JIC 143, JIC 144, JIC 185 (TFD), MS-1205 (TDF-II), MS-1206 (Powergard® PTF), MS-1207 (Hy-Tran® Plus), MS-1209 (Hy-tran® Ultra), MS-1210 (TCH Fluid), MAT 3525
- Ford New Holland – M-2C41 Selecto-Speed Fluid, ESN M-2-C41-A, M-2C41-B, M-4864A, M-2C48A, M-2C48B, M-2C65A, M-2C77A, M-4864B, M-2C65B, M-2C78A, M-2C86B/C, M-2C134-A/B/C/D, FNHA-2-C-200 & 201
- Hesston Fiat AF-87
- International Harvester – Hy-Tran®, (B-5, B-6, B-7)

- John Deere – Fluid Type 303 (J-14C), Part #AR-284254, Part #AR-269444, J-14B, J-20A, J-20C HyGard®, Qualtrol® Requirements, J21A
- Kubota UDT Fluid;
- Komatsu; Landini;
- Massey Ferguson – M-1103A, M-1103B, M-1110, M-1129A, M-1135, Permatran® III, M-1138, M-1141, M-1143, M-1145
- Oliver – Where Additive Part #102082A is mixed with 10W, 5W20, 10W30 oil; in 1 part to 16 parts oil, Type 55 and Renk 874
- A/B Transmission;
- White Universal Fluid; Steiger – Hydraulic Trans Fluid. Gear, Hydraulic and Wet Brake Oil; Sundstrand Pumps, Versatile – Specs. 23M or 24M;
- White Farm – Hydraulic Oil Type 55 Fluid, White Universal Fluid, White Farm Q-1760, Q1766B-White UTHF, Q-1826

7. Allison Transynd Transmission Oil

TYPICAL PROPERTIES	
Color, Visual	Red
Viscosity, cP @ -20°C (-4°F) ASTM D-2983	1400
Viscosity, cP @ -35°C (-31°F) ASTM D-2983	15000
Viscosity, cSt @ 100°C: ASTM D-445	7.2
Viscosity Index ASTM D-2270	175
Pour Point, °C (°F) ASTM D-97	-48 (-55)
Flash Point, °C (°F) ASTM D-93	220 (428)

Meets or exceeds OEM Standards:

- Allison C-4
- Meets Allison TES 389
- Ford M2C138-CJ, and M2C166-H
- GM transmissions calling for Dexron® III or Mercon

8/9. EP Multi-Purpose Grease

TYPICAL	METHODS		
Appearance	Visual	Very tacky, red	Very tacky, red
Operating Range, °F		-15 -325	0 - 325
Thickener Type		Lithium Complex	Lithium Complex
NLGI Grade		1	2
Penetration Worked, 60xx	ASTM D 217	310 - 340	265 – 295
Dropping Point, °F (°C)	ASTM D 2265	530(278)	530(278)
4 Ball EP, Weld Load, kg.	ASTM D 2596	250	250
Timken OK Load, lbs.	ASTM D 2509	60	60
Base Oil Properties:			
Viscosity @ 40°C, cSt	ASTM D 445	160	160

Meets or exceeds OEM's Standards:

- ISO 6743-9: L-XBGHB-2 and L-XBGHB-1
- DIN 51502: KP2P-20 and KPIP-30
- NLGI GC-LB (#2 Grade)

10. Mineral Spirits

Components	CAS-No.	Concentration
Mineral Spirits Reg. (Base Data)	8052-41-3	<=100%
Trim ethylbenzene 1,2,4	95-63-6	>=5<10%
Trim ethylbenzene 1,3,5	108-67-8	>=5<10%
Xylene	1330-20-7	>=1.5<5%
Ethylbenzene	100-41-4	>=0.5<1%

11. Universal Tractor Fluid

Viscosity Grade	Properties	Universal Tractor Hydraulic Fluid
Gravity, °API	ASTM D287	29.1494
Specific Gravity @ 60°F (15.6°C)	ASTM D4052	0.8808
Viscosity @ 40°C cSt	ASTM D445	63.53
Viscosity @ 100°C cSt	ASTM D445	9.76
Viscosity Index	ASTM D2270	136
Pour Point °C (°F)	ASTM D5950	-42C (-44 F)
Brookfield Viscosity at -35°C, cP	ASTM D2983	41,100
Brookfield Viscosity at -20°C, cP	ASTM D2983	3,819
Color	ASTM D1500	2
Zinc, wt. %	ASTM D5185	0.149
Phosphorus, wt. %	ASTM D5185	0.12
Calcium, wt. %	ASTM D5185	0.36
Sulfur, wt. %	ASTM D4951	0.288
Boron, wt. %	ASTM D5185	0.01
Sulfated Ash, wt. %	ASTM D874	1.41

Meets or exceeds OEM's Standards:

- Allison: C-2, C-3, C-4
- Case New Holland (CNHH) – mat 3505 (MS 1209). MS-1207 (HY-Tran Plus), 3506 (MS 1210)
- Caterpillar: TO-2
- Clark: TA12, TA 18, HR 500, HR 600
- Ford New Holland: M2C134-A/B/C/D, M2C41-B, M2C43, M2C48-A/B, M2C53-A/B, M2C77, M2C86-B/C, M2C91-A
- J.I. Case: JIC143 (TFD), JIC144, JIC145 (TCH), JIC185 (TFD), MS1204, NS1205, MS1206, (Powergard), MD1207, MS1210 (TCH)
- John Deere: J20C (Hy-Gard), J20D, J20 A/B, J21A, J22, J14B/C, JF303
- Kubota UDT and Super UDT
- Massey Ferguson: M-1141, M-1135, M-1145, M-1129-A/B, M-1127-A/B

EXHIBIT B
21B-078 - FEE SCHEDULE

Description	Unit	Unit Cost
1. 15w40 HD Conventional Motor Oil – Shell Rotella T, or County Approved Equal	Gal (bulk)	\$7.59
2. 15w40 CNG Synthetic Engine Oil	55 US Gallon Drum	\$699.50
Brand: Citgo	Product Name: Citgard CNG/LNG 15w40	
3. 5W30 Bulk Synthetic Motor Oil (Must be CNG engine application approved)	Gal (bulk)	\$17.95
Brand: Total	Product Name: Quartz INEO MC3 5W30	
4. AW68 Hydraulic Oil	55 US Gallon Drum	\$319.00
Brand: Cam2	Product Name: Promax Premium AW68	
5. Mercon SP/LV Transmission Oil	55 US Gallon Drum	\$739.00
Brand: Citgo	Product Name: Transgard Synthetic Multi Vehicle Low Viscosity ATF	
6. AW32 Hydraulic Oil	55 US Gallon Drum	\$319.00
Brand: Cam2	Product Name: Promax Premium AW32	
7. Allison Transynd Transmission Oil	55 US Gallon Drum	\$769.00
Brand: Citgo	Product Name: Transgard Multi Vehicle High Viscosity ATF	
8. EP Multi-Purpose Grease	55 US Gallon Drum	\$695.00
Brand: Cam2	Product Name: High Temp Red Lithium Complex #2	
9. EP Multi-Purpose Grease	120# Can	\$269.00
Brand: Cam2	Product Name: High Temp Red Lithium Complex #2	
10. Mineral Spirit	55 US Gallon Drum	\$259.00
Brand: Whitaker Oil	Product Name: Mineral Spirits	
11. Universal Tractor Fluid	55 US Gallon Drum	\$375.00
Brand: Cam2	Product Name: Promax Premium Universal Tractor Fluid	