

Herc Rentals Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #286-O1811

THIS FIRST AMENDMENT to that Agreement for Services #286-O1811 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Herc Rentals Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 27500 Riverview Center Boulevard, Bonita Springs, Florida 34134 and whose local address is 10680 Industrial Avenue, Roseville, California 95678 (hereinafter referred to as "Lessor");

RECITALS

WHEREAS, Lessor has been engaged by County to provide equipment, including, but not limited to, excavators, tractors, lifts, cranes, dump trucks, graders, and loaders (Equipment) to rent for maintenance, repair, and construction related activities for its Department of Transportation, Maintenance and Operations Division, pursuant to Agreement for Services #286-O1811, dated February 6, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update County's invoice recipient and rate schedule, amending **ARTICLE III, Compensation**, and adding **Amended Exhibit A, Amended Rate Schedule**;

WHEREAS, the parties hereto desire to amend the Agreement to update Lessor's local address and County's notice address and recipient title, amending **ARTICLE XII, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Lessor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Services, Department of Transportation are replaced with Department of Transportation.
- II. **ARTICLE III, Compensation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation: For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit A, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit A, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Upon prior written approval from County's Contract Administrator, the rates in Amended Exhibit A may be updated once annually provided that any updated rates are consistent with the market rate charged for comparative equipment. Any rate increases authorized by County's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

For incidental parts and supplies provided herein, County agrees to pay Lessor monthly in arrears at pricing in effect at the time of the rental. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoice(s) detailing all rental, time, mileage, service, transportation, refueling services, sales taxes, and other charges and sums in accordance with this Agreement. The basic daily, weekly, and the four (4) week rental will entitle County to a maximum of one (1) shift use (i.e., a maximum of eight [8] hours per day; forty [40] hours per week; one hundred sixty [160] hours per four [4] weeks). Use in excess of one (1) shift will be payable at the hourly rate of one-sixteenth (1/16) of the daily charge (for a daily rental), one-eightieth (1/80) of the weekly rental (for a weekly rental), and one-three hundred twentieth (1/320) of the four (4) week charge (for a four [4] week rental); plus applicable taxes. The immediately preceding provision does not apply to occasional two (2) hours or less equipment use required to complete work already begun. All charges are subject to a final audit by Lessor. Rentals are Free On Board (F.O.B.) the originating Lessor branch unless otherwise specified. Reasonable shipping charges, but not transit damages, from such branch to County's destination and return will be paid by County. All rates for rentals in excess of four (4) weeks are subject to change only after the current rental period expires and upon thirty (30) days notice in writing.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Ashley Johnson
Department Analyst

or to such other location as County directs.

The total amount of this Agreement shall not exceed \$200,000.00, inclusive of all costs and expenses.

III. **ARTICLE XII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Brian Mullens
Deputy Director
Maintenance and Operations
Division

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs

Notices to Lessor shall be addressed as follows:

Herc Rentals Inc.
10680 Industrial Avenue
Roseville, California 95678

Attn.: Jason Oosterbeek, Vice President

or to such other location as Lessor directs.

Except as herein amended, all other parts and sections of Agreement for Services #286-O1811 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 

Brian Mullens
Deputy Director
Maintenance and Operations Division
Department of Transportation

Dated: 12/16/2019

Requesting Department Concurrence:

By: 

Rafael Martinez, Director
Department of Transportation

Dated: 12/19/19

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #286-O1811 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

-- HERC RENTALS INC. --

By:  _____

Dated: 12/11/2019

Jason Oosterbeek
Vice President, Pricing and Sales Strategy
"Lessor"

By:  _____

Dated: 12/11/2019

Kyle Scott
Vice President, Finance

Herc Rentals Inc.

Amended Exhibit A

Amended Rate Schedule

CATALOG #	PRODUCT DESCRIPTION	DAY	WEEK	4 WEEK	DELIVERY/PICKUP LOCATION		
					HEADINGTON ROAD PLACERVILLE	SHAKORI DR. SLT	WILSON WAY TAHOMA
Category A: Light and Heavy Road Equipment and Accessories							
AIR COMPRESSORS & ACCESSORIES							
COST ONE-WAY TRANSPORT							
140-1260	185 CFM DIESEL	\$ 110.00	\$ 231.00	\$ 551.00	\$ 125.00	\$ 75.00	\$ 75.00
140-1360	375 CFM DIESEL	\$ 279.00	\$ 652.00	\$1,571.00	\$ 165.00	\$ 150.00	\$ 150.00
140-1375	H/P 750 CFM DIESEL	\$ 524.00	\$1,418.00	\$3,024.00	\$ 165.00	\$ 150.00	\$ 150.00
120-1520	CHIPPING HAMMER 13-20# AIR	\$ 43.00	\$ 151.00	\$ 319.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1540	CHIPPING HAMMER 26-31# AIR	\$ 47.00	\$ 168.00	\$ 355.00	\$ 125.00	\$ 75.00	\$ 75.00
120-2030	RIVIT BUSTER STD AIR	\$ 71.00	\$ 252.00	\$ 531.00	\$ 125.00	\$ 75.00	\$ 75.00
150-1720	TAMP, 30# AIR	\$ 47.00	\$ 168.00	\$ 355.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1610	HAMMER 30# AIR	\$ 43.00	\$ 151.00	\$ 319.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1640	HAMMER 60# AIR	\$ 53.00	\$ 185.00	\$ 390.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1660	HAMMER 90# AIR	\$ 66.00	\$ 235.00	\$ 497.00	\$ 125.00	\$ 75.00	\$ 75.00
925-1734	AIR HOSE; 3/4 X 50' 200-300 PSI	\$ 7.00	\$ 22.00	\$ 66.00	\$ 125.00	\$ 75.00	\$ 75.00
902-5205	AIR HAMMER BITS; POINT/CHISEL/SPADE	\$ 9.00	\$ 27.00	\$ 82.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1820	ROCK DRILL 50# AIR	\$ 81.00	\$ 286.00	\$ 603.00	\$ 125.00	\$ 75.00	\$ 75.00
COMPACTION							
Plate/Rammer Type							
150-1260	COMPACTOR PLATE 3000#	\$ 74.00	\$ 210.00	\$ 415.00	\$ 125.00	\$ 75.00	\$ 75.00
150-1460	COMPACTOR PLATE REVRS 6000#	\$ 86.00	\$ 294.00	\$ 614.00	\$ 125.00	\$ 75.00	\$ 75.00
	COMPACTOR PLATE REVRS 7000-8000#						
150-1540	COMPACTOR PLATE REVRS 10000#	\$ 151.00	\$ 515.00	\$1,075.00	\$ 125.00	\$ 75.00	\$ 75.00
	RAMMER, GAS, 1900-2800#						
150-1080	RAMMER, GAS, 2900-3200#	\$ 74.00	\$ 210.00	\$ 368.00	\$ 125.00	\$ 75.00	\$ 75.00
ROLLERS							
150-2840	36" DBL DRM SMOOTH W/VIB	\$ 265.00	\$ 630.00	\$1,601.00	\$ 165.00	\$ 150.00	\$ 150.00
	38-40" DBL DRM SMOOTH W/VIB						
150-2860	47" DBL DRM SMOOTH W/VIB	\$ 265.00	\$ 630.00	\$1,601.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2880	66" DBL DRM SMOOTH W/VIB	\$ 686.00	\$2,130.00	\$3,959.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2560	3-6 TON S/DRM 47" SHEEPS FOOT DRM	\$ 520.00	\$1,588.00	\$3,528.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2580	7-8 TON S/DRM 54" SHEEPS FOOT DRM	\$ 591.00	\$1,638.00	\$3,675.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2620	14-15 TON S/DRM 66" SHEEPS FOOT DRM	\$ 803.00	\$2,058.00	\$4,998.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2770	14-17 TON S/DRM SMOOTH	\$ 652.00	\$1,722.00	\$4,263.00	\$ 165.00	\$ 150.00	\$ 150.00
	9-WHEEL PNEUMATIC TIRE STD DRIVE						
	9-WHEEL PNEUMATIC TIRE ALL-WHL DRIVE						
BACKHOES AND ATTACHMENTS							
210-3205	BACKHOE W/CAB/4WD 65-90HP	\$ 313.00	\$ 840.00	\$2,021.00	\$ 165.00	\$ 150.00	\$ 150.00
210-3205	BACKHOE W/CAB/2WD 65-90HP	\$ 313.00	\$ 840.00	\$2,021.00	\$ 165.00	\$ 150.00	\$ 150.00
210-3205	BACKHOE W/CAB/4WD 65-90HP W/THUMB	\$ 313.00	\$ 840.00	\$2,021.00	\$ 165.00	\$ 150.00	\$ 150.00
210-3205	BACKHOE W/CAB/4WD 65-90HP W/THUMB/ 4-1 BKT	\$ 313.00	\$ 840.00	\$2,021.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4055	FORK-BKT ATTACH	\$ 45.00	\$ 128.00	\$ 308.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4150	ACC BKT 24"	\$ 26.00	\$ 53.00	\$ 105.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4140	ACC BKT 18"	\$ 26.00	\$ 53.00	\$ 105.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6700	ACC HAMMER HYD	\$ 374.00	\$1,064.00	\$2,187.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4020	ACC COMPACTOR WHEEL 18-24"	\$ 125.00	\$ 355.00	\$ 759.00	\$ 165.00	\$ 150.00	\$ 150.00
DOZERS							
250-1220	TRACK W/CAB 24" 80-90HP	\$ 638.00	\$1,554.00	\$3,938.00	\$ 165.00	\$ 150.00	\$ 150.00
N/A	CAT D7/Equivalent Cab/Air						
N/A	CAT D9/Equivalent Cab/Air						
WHEEL LOADER							
265-1320	Cab/Air 2.6 Yd/Bkt 4x4	\$ 680.00	\$1,991.00	\$4,573.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1320	Cab/Air 2.6 yd w/4-1 bkt 4x4	\$ 680.00	\$1,991.00	\$4,573.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1320	Cab/Air 3 yd w/4-1 bkt 4x4	\$ 680.00	\$1,991.00	\$4,573.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1320	Cab/Air 3.5 yd w/4-1 bkt 4x4	\$ 680.00	\$1,991.00	\$4,573.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1510	Cab/Air 3.5-4 yd 4x4 w/detachable JRB 1480 Hook	\$ 791.00	\$1,995.00	\$5,880.00	\$ 165.00	\$ 150.00	\$ 150.00
SKID STEER LOADER							
WHEELED							
200-1330	45-50HP 1200-1499LB	\$ 189.00	\$ 473.00	\$1,155.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1340	45-60HP 1500-1750LB	\$ 189.00	\$ 473.00	\$1,155.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1350	45-75HP 1751-2099LB	\$ 189.00	\$ 473.00	\$1,155.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1360	61-80HP CAB/AIR 2100-2399LB	\$ 268.00	\$ 631.00	\$1,444.00	\$ 165.00	\$ 150.00	\$ 150.00

CATALOG #	PRODUCT DESCRIPTION	DAY	WEEK	4 WEEK	DELIVERY/PICKUP LOCATION		
					HEADINGTON ROAD PLACERVILLE	SHAKORI DR. SLT	WILSON WAY TAHOMA
200-1360	65-80HP 2000-2400LB	\$ 303.00	\$ 764.00	\$1,785.00	\$ 165.00	\$ 150.00	\$ 150.00
290-2140	ACC FORKS	\$ 40.00	\$ 113.00	\$ 250.00			
930-7761	ACC SMOOTH AND TOOTH BKT	\$ 54.00	\$ 190.00	\$ 381.00			
930-7761	ACC 4-1 BKT	\$ 113.00	\$ 291.00	\$ 706.00			
290-2225	ACC HAMMER 500 LB	\$ 194.00	\$ 553.00	\$1,205.00			
290-2030	ACC TRENCHER	\$ 145.00	\$ 425.00	\$1,071.00			
290-2075	ACC PLANER 24" HIGH FLOW	\$ 449.00	\$1,370.00	\$2,633.00			
290-2000	ACC HYDRAULIC AUGER 6" TO 30"	\$ 95.00	\$ 270.00	\$ 670.00			
904-0010	ACC AUGER EXTENTION 12" - 24"	\$ 22.00	\$ 66.00	\$ 186.00			
290-2015	ACC HYDRAULIC SWEEPER	\$ 110.00	\$ 331.00	\$ 759.00			
290-2505	ACC GRAPPLE BKT	\$ 80.00	\$ 227.00	\$ 513.00			
	TRACKED						
200-1450	60-71HP 1800-2500LB	\$ 303.00	\$ 764.00	\$1,785.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1460	78-85HP 2400-2800LB	\$ 336.00	\$ 855.00	\$2,008.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1470	80-105HP 2800 + CAB/AIR	\$ 381.00	\$1,009.00	\$2,176.00	\$ 165.00	\$ 150.00	\$ 150.00
930-7761	ACC 4-1 BKT	\$ 113.00	\$ 291.00	\$ 706.00			
	ACC ROAD WIDENER (ASPHALT SHOULDER)						
	EXCAVATORS						
240-2200	CAT 320 RR CAB/AIR W/THUMB 22-26 TON 21-22' D/DEPTH	\$ 827.00	\$1,995.00	\$5,250.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6285	ACC 48" BKT	\$ 50.00	\$ 119.00	\$ 335.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6715	ACC HAMMER	\$ 848.00	\$2,410.00	\$5,177.00	\$ 165.00	\$ 150.00	\$ 150.00
930-7912	ACC THUMB	\$ 113.00	\$ 291.00	\$ 706.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6530	ACC COMP WHEEL 18"	\$ 225.00	\$ 567.00	\$1,295.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6530	ACC COMP WHEEL 24"	\$ 225.00	\$ 567.00	\$1,295.00	\$ 165.00	\$ 150.00	\$ 150.00
	WATER TRUCK						
659-6040	2000 GALLON WFRT AND RR SPRAY BAR DIESEL	\$ 460.00	\$1,379.00	\$2,625.00	\$ 165.00	\$ 150.00	\$ 150.00
659-6050	4000 GALLON WFRT AND RR SPRAY BAR DIESEL	\$ 578.00	\$1,995.00	\$4,410.00	\$ 165.00	\$ 150.00	\$ 150.00
	Category B: Traffic Related						
	TRAFFIC RELATED						
	PORTABLE CONCRETE BARRIERS						
660-1060	MESSAGE BOARD	\$ 173.00	\$ 473.00	\$ 835.00	\$ 125.00	\$ 75.00	\$ 75.00
510-1035	LIGHT TOWER	\$ 100.00	\$ 273.00	\$ 446.00	\$ 125.00	\$ 75.00	\$ 75.00
913-3721	FLASHING BEACON	\$ 4.00	\$ 8.00	\$ 16.00	\$ 125.00	\$ 75.00	\$ 75.00
	TEMPORARY TRAFFIC SIGNAL						
	Category C: Trench Plates						
	TRENCH PLATES						
	4' X 5'						
	4' X 6'						
	4' X 8'						
	4' X 10'						
	5' X 10'						
	5' X 15'						
	6' X 10'						
	6' X 12'						
	6' X 20'						
	8' X 10'						
	8' X 12'						
	8' X 15'						
	8' X 16'						
	8' X 20'						
	6' X 12'						
	8' X 12'						
	8' X 15'						
	Related Accessories quoted upon request						

Fuel Cost Per Gallon: \$7.99

Items not listed on the rate schedule will be quoted upon request.