

Neff Rental, LLC

**Master Rental Agreement
for
Equipment Rentals**

**FIRST AMENDMENT TO MASTER RENTAL AGREEMENT FOR
EQUIPMENT RENTALS # AGMT 11-53142**

THIS FIRST AMENDMENT to that Master Rental Agreement for Equipment Rentals # AGMT 11-53142 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 Neff Rental, LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 3750 NW 87th Avenue, Suite 400, Miami, Florida 33178 and whose local office is located at 8700 Fruitridge Road, Sacramento, California 95826, (hereinafter referred to as "Lessor");

RECITALS

WHEREAS, Lessor has been engaged by County to provide equipment rentals for the Department of Transportation pursuant to Master Rental Agreement for Equipment Rentals # AGMT 11-53142, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Master Rental Agreement for Equipment Rentals # AGMT 11-53142 to extend the expiration date of April 11, 2012 for two (2) additional years, amending **ARTICLE I, Purpose and Term**;

WHEREAS, the parties hereto desire to amend Master Rental Agreement for Equipment Rentals # AGMT 11-53142 to increase the not-to-exceed compensation amount of the Agreement by \$100,000, amending **ARTICLE III, Compensation for Services**;

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 Master Rental Agreement for Equipment Rentals # AGMT 11-53142, to read as follows:

ARTICLE I, Purpose and Term, last sentence of the original Agreement is hereby amended as follows:

This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III, Compensation for Services, of the original Master Rental Agreement for Equipment Rentals is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services: For rentals or for incidental parts and supplies provided herein, County agrees to pay Lessor monthly in arrears. Payment shall be made within thirty (30) days following County 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-week rental will entitle County to a maximum of one-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 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, upon thirty (30) days notice in writing.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or back-up documentation. Copies of documentation attached to invoices shall reflect Lessor'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
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.

The total amount of this Agreement shall not exceed \$150,000, inclusive of all expenses.


Except as herein amended, all other parts and sections of Master Rental Agreement for Equipment Rentals # AGMT 11-53142 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Tom Celio
Deputy Director
Maintenance and Operations Division
Department of Transportation

Dated: 12/21/11

Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: 12/19/11

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 11-53142 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

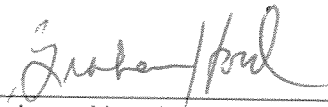
By: _____ Dated: _____

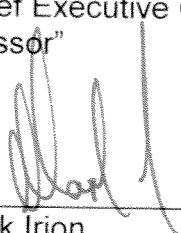
Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- NEFF RENTAL, LLC --

By:  Dated: 12-28-11
Graham Hood
Chief Executive Officer
"Lessor"

By:  Dated: 12-31-11
Mark Irion
Chief Financial Officer