

damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Lessor's services, equipment, latent defects in the equipment, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Lessor, subcontractor(s), and employee(s) of any of these, except for the sole, or active negligence of County, its officers, and employees, or as expressly provided by statute. This duty of Lessor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XX

County's Compliance With Law: County will, at its expense, comply with all federal, state, and local laws and regulations affecting the Equipment and its use, operation, erection, design, and transportation, including without limitation, licensing and building code requirements and will defend, indemnify, and hold Lessor harmless from all loss, liability, or expense resulting from County's actual violations of any such laws, regulations, or requirements.

ARTICLE XXI

Lessor's Compliance With Law: Lessor will, at its expense, comply with all federal, state, and local laws and regulations affecting the Equipment and its use, operation, erection, design, and transportation, including, without limitation, licensing, Occupational Safety and Health Administration (OSHA) and American National Standards Institute (ANSI) requirements and will defend, indemnify, and hold County harmless from all loss, liability, or expense resulting from Lessor's actual or alleged violations of any such laws, regulations, or requirements.

ARTICLE XXII

Notice of Loss or Accident: In the event of the loss, theft of, or damage to the Equipment, County agrees to notify Lessor by telephone, and thereafter to report in writing to Lessor and the public authorities (where required by law), all reasonable information deemed relevant thereto by Lessor. County will cause its agents and employees to give Lessor and the public authorities proper and full information and reasonable assistance in the investigation and prosecution of any matter resulting from said loss, theft, or damage.

ARTICLE XXIII

Force Majeure/Infringement: Any failure of performance by County or Lessor due to causes beyond County or Lessor's reasonable control, including, but not limited to, acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of suppliers will not be deemed to be a default by County or Lessor.

ARTICLE XXIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services, products, or equipment to be provided by Lessor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Lessor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Lessor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XI, Default, Termination, and Cancellation, herein.

ARTICLE XXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Attorneys' Fees: In the event of any action to enforce this Agreement or to seek a declaration of rights or responsibilities hereunder, the prevailing party will be entitled to reasonable attorneys' fees in addition to all other costs and expenses allowed by law.

ARTICLE XXVIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Lessor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to renting any equipment under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Maintenance and Operations Division, Community Development Services, Department of Transportation, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or word of this Agreement or the application thereof is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions or parts of said provisions, sentences, or words shall not be affected thereby and will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV

Entire Agreement: This document and the documents referred to herein are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By:  _____
Brian Mullens
Deputy Director
Maintenance and Operations Division
Community Development Services
Department of Transportation

Dated: 11/16/2017

Requesting Department Concurrence:

By:  _____
Rafael Martinez, Director
Community Development Services
Department of Transportation

Dated: 11/17/17

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.


--COUNTY OF EL DORADO--

By: 

Dated: 2/6/2018


Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors


By: 

Dated: 2/6/2018

--HERC RENTALS INC.--

By: 
Jason Oosterbeek
Vice President
"Lessor"

Dated: 11-14-17

By: 
Kyle Scott
Vice President, Finance

Dated: 11-14-17

**HERC RENTALS INC.
EXHIBIT A
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	\$ 74.00	\$ 187.00	\$ 510.00	\$ 125.00	\$ 75.00	\$ 75.00
140-1360	375 CFM DIESEL	\$ 146.00	\$ 495.00	\$ 1,100.00	\$ 165.00	\$ 150.00	\$ 150.00
140-1375	H/P 750 CFM DIESEL	\$ 273.00	\$ 764.00	\$ 1,811.00	\$ 165.00	\$ 150.00	\$ 150.00
120-1520	CHIPPING HAMMER 13-20# AIR	\$ 35.00	\$ 80.00	\$ 170.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1540	CHIPPING HAMMER 26-31# AIR	\$ 36.00	\$ 83.00	\$ 186.00	\$ 125.00	\$ 75.00	\$ 75.00
120-2030	RIVIT BUSTER STD AIR	\$ 52.00	\$ 129.00	\$ 268.00	\$ 125.00	\$ 75.00	\$ 75.00
150-1720	TAMP, 30# AIR	\$ 36.00	\$ 88.00	\$ 175.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1610	HAMMER 30# AIR	\$ 30.00	\$ 70.00	\$ 180.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1640	HAMMER 60# AIR	\$ 35.00	\$ 85.00	\$ 200.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1660	HAMMER 90# AIR	\$ 35.00	\$ 95.00	\$ 225.00	\$ 125.00	\$ 75.00	\$ 75.00
925-1734	AIR HOSE; 3/4 X 50' 200-300 PSI	\$ 17.00	\$ 29.00	\$ 59.00	\$ 125.00	\$ 75.00	\$ 75.00
902-5205	AIR HAMMER BITS; POINT/CHISEL/SPADE	\$ 16.00	\$ 28.00	\$ 43.00	\$ 125.00	\$ 75.00	\$ 75.00
120-1820	ROCK DRILL 50# AIR	\$ 85.00	\$ 340.00	\$ 765.00	\$ 125.00	\$ 75.00	\$ 75.00
COMPACTION							
Plate/Rammer Type							
150-1260	COMPACTOR PLATE 3000#	\$ 55.00	\$ 150.00	\$ 400.00	\$ 125.00	\$ 75.00	\$ 75.00
150-1460	COMPACTOR PLATE REVRS 6000#	\$ 72.00	\$ 191.00	\$ 454.00	\$ 125.00	\$ 75.00	\$ 75.00
	COMPACTOR PLATE REVRS 7000-8000#						
150-1540	COMPACTOR PLATE REVRS 10000#	\$ 80.00	\$ 235.00	\$ 550.00	\$ 125.00	\$ 75.00	\$ 75.00
	RAMMER, GAS, 1900-2800#						
150-1080	RAMMER, GAS, 2900-3200#	\$ 70.00	\$ 185.00	\$ 500.00	\$ 125.00	\$ 75.00	\$ 75.00
ROLLERS							
150-2840	36" DBL DRM SMOOTH W/VIB	\$ 170.00	\$ 575.00	\$ 1,250.00	\$ 165.00	\$ 150.00	\$ 150.00
	38-40" DBL DRM SMOOTH W/VIB						
150-2860	47" DBL DRM SMOOTH W/VIB	\$ 175.00	\$ 590.00	\$ 1,325.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2880	66" DBL DRM SMOOTH W/VIB	\$ 430.00	\$ 1,350.00	\$ 3,700.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2560	3-6 TON S/DRM 47" SHEEPS FOOT DRM	\$ 285.00	\$ 770.00	\$ 2,035.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2580	7-8 TON S/DRM 54" SHEEPS FOOT DRM	\$ 315.00	\$ 920.00	\$ 2,535.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2620	14-15 TON S/DRM 66" SHEEPS FOOT DRM	\$ 823.00	\$ 2,156.00	\$ 6,713.00	\$ 165.00	\$ 150.00	\$ 150.00
150-2770	14-17 TON S/DRM SMOOTH	\$ 373.00	\$ 1,150.00	\$ 3,400.00	\$ 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	\$ 242.00	\$ 724.00	\$ 1,950.00	\$ 165.00	\$ 150.00	\$ 150.00
210-3205	BACKHOE W/CAB/2WD 65-90HP	\$ 242.00	\$ 724.00	\$ 1,950.00	\$ 165.00	\$ 150.00	\$ 150.00
210-3205	BACKHOE W/CAB/4WD 65-90HP W/THUMB	\$ 242.00	\$ 724.00	\$ 1,950.00	\$ 165.00	\$ 150.00	\$ 150.00
210-3205	BACKHOE W/CAB/4WD 65-90HP W/THUMB/ 4-1 BKT	\$ 242.00	\$ 724.00	\$ 1,950.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4055	FORK-BKT ATTACH	\$ 45.00	\$ 135.00	\$ 265.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4150	ACC BKT 24"	\$ 25.00	\$ 55.00	\$ 115.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4140	ACC BKT 18"	\$ 25.00	\$ 55.00	\$ 110.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6700	ACC HAMMER HYD	\$ 160.00	\$ 400.00	\$ 950.00	\$ 165.00	\$ 150.00	\$ 150.00
290-4020	ACC COMPACTOR WHEEL 18-24"	\$ 93.00	\$ 98.00	\$ 248.00	\$ 165.00	\$ 150.00	\$ 150.00
DOZERS							
250-1220	TRACK W/CAB 24" 80-90HP	\$ 395.00	\$ 1,275.00	\$ 3,504.00	\$ 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	\$ 538.00	\$ 1,399.00	\$ 4,250.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1320	Cab/Air 2.6 yd w/4-1 bkt 4x4	\$ 538.00	\$ 1,399.00	\$ 4,250.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1320	Cab/Air 3 yd w/4-1 bkt 4x4	\$ 538.00	\$ 1,399.00	\$ 4,250.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1320	Cab/Air 3.5 yd w/4-1 bkt 4x4	\$ 538.00	\$ 1,399.00	\$ 4,250.00	\$ 165.00	\$ 150.00	\$ 150.00
265-1510	Cab/Air 3.5-4 yd 4x4 w/detachable JRB 1480 Hook	\$ 607.00	\$ 1,830.00	\$ 5,500.00	\$ 165.00	\$ 150.00	\$ 150.00
SKID STEER LOADER							
WHEELED							
200-1330	45-50HP 1200-1499LB	\$ 150.00	\$ 350.00	\$ 925.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1340	45-60HP 1500-1750LB	\$ 150.00	\$ 350.00	\$ 925.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1350	45-75HP 1751-2099LB	\$ 165.00	\$ 395.00	\$ 995.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1360	61-80HP CAB/AIR 2100-2399LB	\$ 185.00	\$ 415.00	\$ 1,200.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1360	65-80HP 2000-2400LB	\$ 185.00	\$ 415.00	\$ 1,200.00	\$ 165.00	\$ 150.00	\$ 150.00
290-2140	ACC FORKS	\$ 40.00	\$ 90.00	\$ 251.00			
930-7761	ACC SMOOTH AND TOOTH BKT	\$ 57.00	\$ 169.00	\$ 337.00			

#286-01811
Exhibit A

**HERC RENTALS INC.
EXHIBIT A
RATE SCHEDULE**

CATALOG #	PRODUCT DESCRIPTION	DAY	WEEK	4 WEEK	DELIVERY/PICKUP LOCATION		
					HEADINGTON ROAD PLACERVILLE	SHAKORI DR. SLT	WILSON WAY TAHOMA
	ACC 4-1 BKT	\$ 130.00	\$ 495.00	\$ 1,340.00			
290-2225	ACC HAMMER 500 LB	\$ 125.00	\$ 325.00	\$ 750.00			
290-2030	ACC TRENCHER	\$ 155.00	\$ 475.00	\$ 1,130.00			
290-2075	ACC PLANER 24" HIGH FLOW	\$ 500.00	\$1,450.00	\$ 2,200.00			
290-2000	ACC HYDRAULIC AUGER 6" TO 30"	\$ 125.00	\$ 210.00	\$ 365.00			
904-0010	ACC AUGER EXTENSION 12" - 24"	\$ 22.00	\$ 65.00	\$ 190.00			
290-2015	ACC HYDRAULIC SWEEPER	\$ 95.00	\$ 190.00	\$ 425.00			
290-2505	ACC GRAPPLE BKT	\$ 45.00	\$ 110.00	\$ 360.00			
	TRACKED						
200-1450	60-71HP 1800-2500LB	\$ 215.00	\$ 620.00	\$ 1,395.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1460	78-85HP 2400-2800LB	\$ 235.00	\$ 645.00	\$ 1,775.00	\$ 165.00	\$ 150.00	\$ 150.00
200-1470	80-105HP 2800 + CAB/AIR	\$ 234.00	\$ 677.00	\$ 1,650.00	\$ 165.00	\$ 150.00	\$ 150.00
	ACC 4-1 BKT	\$ 13.00	\$ 495.00	\$ 1,340.00			
	ACC ROAD WIDENER (ASPHALT SHOULDER)						
	EXCAVATORS						
240-2200	CAT 320 RR CAB/AIR W/THUMB 22-26 TON 21-22' D/DEPTH	\$ 566.00	\$1,678.00	\$ 4,900.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6285	ACC 48" BKT	\$ 46.00	\$ 119.00	\$ 201.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6715	ACC HAMMER	\$ 395.00	\$1,095.00	\$ 3,295.00	\$ 165.00	\$ 150.00	\$ 150.00
930-7912	ACC THUMB	\$ 112.00	\$ 226.00	\$ 449.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6530	ACC COMP WHEEL 18"	\$ 202.00	\$ 506.00	\$ 1,082.00	\$ 165.00	\$ 150.00	\$ 150.00
290-6530	ACC COMP WHEEL 24"	\$ 202.00	\$ 506.00	\$ 1,082.00	\$ 165.00	\$ 150.00	\$ 150.00
	WATER TRUCK						
659-6040	2000 GALLON W/FRT AND RR SPRAY BAR DIESEL	\$ 326.00	\$4,050.00	\$ 2,625.00	\$ 165.00	\$ 150.00	\$ 150.00
659-6050	4000 GALLON W/FRT AND RR SPRAY BAR DIESEL	\$ 525.00	\$1,900.00	\$ 4,200.00	\$ 165.00	\$ 150.00	\$ 150.00
	Category B: Traffic Related						
	TRAFFIC RELATED						
	PORTABLE CONCRETE BARRIERS						
660-1060	MESSAGE BOARD	\$ 90.00	\$ 350.00	\$ 950.00	\$ 125.00	\$ 75.00	\$ 75.00
510-1035	LIGHT TOWER	\$ 65.00	\$ 165.00	\$ 415.00	\$ 125.00	\$ 75.00	\$ 75.00
913-3721	FLASHING BEACON	\$ 3.00	\$ 8.00	\$ 13.00	\$ 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 on the quotation schedule will be quoted upon request.