

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES**

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Fifth Amendment") is made and entered into this 1st of January 2022, by and between Herc Rentals, Inc., a Florida corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated November 1, 20108 (the "Contract") pursuant to which the Company agreed to provide equipment rentals and related products and services for the City of Charlotte.
- B. The parties amended the Contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.
- C. The parties amended the Contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules.
- D. The parties amended the Contract on January 1, 2021 to incorporate an updated equipment list and gold and platinum pricing schedules and the option to recover any administrative or contract fees imposed by any Participating Public Agency.
- E. The parties amended the Contract on August 23, 2021 to replace the Pricing Schedules due to the addition of new equipment.
- F. The parties now desire to amend the Contract to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Fifth Amendment by reference.
- 2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Gold and Platinum Pricing Schedules in Exhibit A of the Contract is hereby replaced in its entirety due to the average rate change of four tenths of one percent (.4%) which are attached hereto as Exhibit A.2.
- 4. Section 34 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Herc Rentals, Inc. agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at

<http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Herc Rentals, Inc. consents to be bound by the award of any arbitration conducted thereunder.”

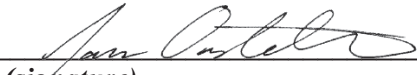
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fifth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Jason Oosterebeek

TITLE: Vice President

DATE: 12/14/2021

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: January 04, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 5

Contract Name: Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Brent Cagle
Key: f98f2b82108208108604836a6396b851
