

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 15th day of July 2019, by and between Herc Rentals Inc, a 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, 2018 (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 now desire to amend the Contract 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 First Amendment by reference.
- 2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This First Amendment incorporates an updated 2019 Equipment List and Gold and Platinum Pricing Schedules as specified in Exhibit A (attached) and becomes effective on July 15, 2019.
- 4. 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.
- 5. 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 First Amendment to be executed as of the date first written above.

HERC RENTALS INC.

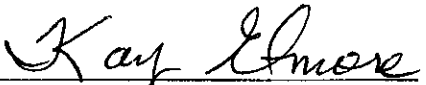
BY: 
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 7/15/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Financial Officer

DATE: 7/17/2019

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Second Amendment") is made and entered into this 1st day of January 2020, by and between Herc Rentals Inc, a 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, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.
- C. The parties now desire to amend the Contract 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 Second Amendment by reference.
- 2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Second Amendment incorporates an updated 2020 Equipment List and Gold and Platinum Pricing Schedules as specified in Exhibit A (attached) and becomes effective on January 1, 2020.
- 4. 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.
- 5. 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 First Amendment to be executed as of the date first written above.

HERC RENTALS INC.


BY: 
(signature)

PRINT NAME: Jason Osterbeck

TITLE: Vice President

DATE: 11/26/19

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Kay Elmore

TITLE: Chief Procurement Officer

DATE: 12/3/2019

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Third Amendment") is made and entered into this 1st day of January 2021, by and between Herc Rentals Inc, a 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, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.
- C. The City of Charlotte and the Company agreed to amend the contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules
- D. The parties now desire to amend the Contract 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 Third Amendment by reference.
- 2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Third Amendment incorporates an updated 2021 Equipment List and Gold and Platinum Pricing Schedules as specified in Exhibit A (attached) and becomes effective on January 1, 2021.
- 4. Both parties agree that the Company has the option to recover any administrative or contract fees imposed by any Participating Public Agency.
- 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]

Contract#: 2019000318
Amendment#: 3
Vendor#: 20941

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

HERC RENTALS INC.

BY: 
(signature)

PRINT NAME: JASON COSTELLO

TITLE: VICE PRESIDENT

DATE: 11/13/20

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**CITY OF
CHARLOTTE**
Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 02, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 3

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:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

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

City of Charlotte

eSigned via SeamlessDocs.com

Victoria O. Johnson

Key: f96f2b6210e209b090c4836a6d996b691

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Fourth Amendment") is made and entered into this 23rd of August 2021, by and between Herc Rentals, Inc., a 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, 2018 (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 now desire to amend the Contract 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

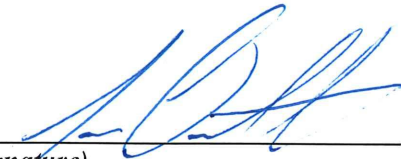
- 1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
- 2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The Pricing Schedules in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of new equipment which are attached hereto as Exhibit A.1.
- 4. 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.
- 5. 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 Fourth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: JASON COSTERBERG

PRINT NAME: _____

TITLE: VICE PRESIDENT

TITLE: _____

DATE: 8/25/2021

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: September 02, 2021

Submitted by: Genetta Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 4

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: f98f2b82108208b08604836a6396b851

**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.”

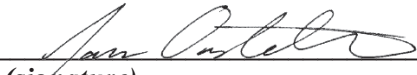
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall 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: f98f2b82108208108604836a5d96b851

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

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

THIS SIXTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Sixth Amendment") is made and entered into this 1st of February 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, 2018 (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 amended the Contract on January 1, 2022 to incorporate an updated equipment list and gold and platinum pricing schedules and to replace the Commercial Non-Discrimination clause.
- G. The parties now desire to amend the Contract to delete and replace the CBI Form 4 documents 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 Sixth Amendment by reference.
- 2. Defined terms used in this Sixth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. The parties have agreed to remove Cook Truck Equipment & Tools, Donald Gardners Paint & Body, Inc., Eastway Wrecker Service, Inc., Shoreline Trucking LLC, and Streeter Trucking Company as subcontractors. The parties have agreed to add Chavez Transport, Joey's Truck Repair, Mecklenburg Fleet, and Motus Logistics as subcontractors to satisfy the aggregate MWSBE Goal. Accordingly, the CBI Form 4 documents ("Letter of Intent") for the removed subcontractors that appeared in Exhibit C of the original Contract are hereby deleted from the Contract and are replaced by the completed CBI Form 4 documents that are attached to this Amendment as Exhibit C.1.


4. 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.
5. 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 Sixth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

PRINT NAME: _____

TITLE: Vice President

TITLE: _____

DATE: 2/1/2022

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: February 08, 2022

Submitted by: Genetta N. Carothers

Submitter email: genetta.carothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 6

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: f98f2b82108208b08604836a6396b851

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES

THIS SEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Seventh Amendment") is made and entered into this 20th of July 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, 2018 (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 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 to the addition of new equipment.
- F. The parties amended the Contract on January 1, 2022 to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause and to incorporate certain other changes.
- G. The parties amended the Contract on February 1, 2022 to delete and replace the CBI Form 4 documents.
- H. The parties now desire to amend the Contract to incorporate an updated equipment list and gold and platinum pricing schedules, to add a CBI Form 4, 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 Seventh Amendment by reference.
- 2. Defined terms used in this Seventh 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 addition of new category class equipment and price corrections on category class #715-1082 which are attached hereto as Exhibit A.3.

Contract#: 2019000318

Amendment#: 7

Vendor#: 20941

4. The parties have agreed to add Mr. Refurbisher as a subcontractor to satisfy the aggregate MWSBE Goal. Accordingly, the CBI Form 4 documents (“Letter of Intent”) are appended by the completed CBI Form 4 documents that are attached to this Amendment as Exhibit C.2.
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]

Contract#: 2019000318


Amendment#: 7

Vendor#: 20941

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

HERC RENTALS, INC.

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: 
(signature)

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

PRINT NAME: _____

TITLE: Vice President

TITLE: _____

DATE: 8/17/2022

DATE: _____

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

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

THIS EIGHTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Eighth Amendment") is made and entered into this 21st of December 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 for Equipment Rentals and Related Products and Services dated November 1, 2018 (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 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 with the addition of new equipment.
- F. The parties amended the Contract on January 1, 2022 to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause and to incorporate certain other changes.
- G. The parties amended the Contract on February 1, 2022 to delete and replace the CBI Form 4 documents.
- H. The parties amended the Contract on July 20, 2022 to incorporate an updated equipment list and gold and platinum pricing schedules, to add a CBI Form 4 and to incorporate certain other changes.
- I. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.

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 Eighth Amendment by reference.

2. Defined terms used in this Eighth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Eighth Amendment extends the Term of the Contract by the first of two (2) two-year renewal terms to expire on October 31, 2025.
4. The Pricing Schedules in Exhibit A of the Contract is hereby replaced in its entirety due to the addition of new category class equipment and price increases which are attached as Exhibit A.4.
5. The Discount Schedule for New Equipment is hereby updated and attached as Attachment A.1.
6. The Discount Schedule for Used Equipment is hereby updated and attached as Attachment A.2.
7. 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.
8. 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 Eighth Amendment to be executed as of the date first written above.

HERC RENTALS, INC:

BY: _____
(signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 12/8/2022

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: December 19, 2022

Submitted by: Lenore Bishop

Submitter email: lenore.bishop@charlottenc.gov

Contract #: 2019000318

Amendment #: 8

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
Liz Babson
Key: f98f2b8210e208108604836a8d96b851

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS NINTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Ninth Amendment") is made and entered into this 5 of June 2023, 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. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (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, 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 with the addition of new equipment.
- F. The parties amended the Contract on January 1, 2022, to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.
- G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.
- H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.
- I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.
- J. The parties now desire to amend the Contract to include additional add-ons shown in Exhibit A.5 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:

A G R E E M E N T

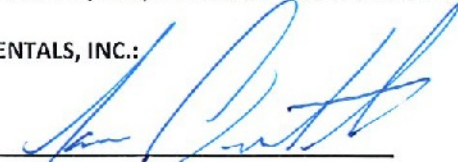
- 1. The terms of the Contract are restated by and incorporated into this Ninth Amendment by reference.
- 2. Defined terms used in this Ninth Amendment shall have the same meaning as are assigned to such terms in

the Contract.

3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to include the addition of new category class equipment and price increases which are attached as Exhibit A.5.
4. 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.
5. 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 acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Ninth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:
BY: 
(Signature)

PRINT NAME: JASON COSTERGER
TITLE: VICE PRESIDENT
DATE: 5/26/23

CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION
BY: See Attachment Below
(Signature)

PRINT NAME: _____
TITLE: _____
DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: June 05, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2019000318

Amendment #: 9

Contract Name: Equipment Rentals and Related Product 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
Liz Babson
Key: f08f2b82106208b0804836a6d96b5

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS TENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Tenth Amendment") is made and entered into this 19 of October 2023, 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. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (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, 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 with the addition of new equipment.
- F. The parties amended the Contract on January 1, 2022, to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.
- G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.
- H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.
- I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.
- J. The parties amended the Contract to include additional add-ons shown in Exhibit A.5 and to incorporate certain other changes.
- K. The parties desire to amend the Contract to incorporate an updated equipment list and gold and platinum pricing schedules as shown in Exhibit A.5 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 Tenth Amendment by reference.
2. Defined terms used in this Tenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to include the addition of new category class equipment and price increases which are attached as Exhibit A.5.
4. 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.
5. 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 acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Tenth Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:

BY: 
(Signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 10/5/2023

CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: October 18, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2019000318

Amendment #: 10

Contract Name: CCPA Citywide 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
Liz Babson
Key: f08f2b82106208b08804836a6d96b8

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

THIS ELEVENTH AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Eleventh Amendment") is made and entered into this 2 of February 2024, 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. A. The City of Charlotte and the Company entered into an Agreement for Equipment Rentals and Related Products and Services dated November 1, 2018 (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, 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 with the addition of new equipment.
- F. The parties amended the Contract on January 1, 2022, to make adjustments to unit pricing, to replace the Commercial Non-Discrimination clause, and to incorporate certain other changes.
- G. The parties amended the Contract on February 1, 2022, to delete and replace the CBI Form 4 documents.
- H. The parties amended the Contract on July 20, 2022, to incorporate an updated equipment list and gold and platinum pricing schedules, add a CBI Form 4, and incorporate certain other changes.
- I. The parties amended the Contract to extend the Term of the Contract by the first of two (2) two-year renewal terms, to incorporate an updated equipment list and gold and platinum pricing schedules, and to incorporate updated discount schedules for equipment purchases.
- J. The parties amended the Contract to include additional add-ons shown in Exhibit A.5 and to incorporate certain other changes.
- K. The parties amended the Contract to incorporate an updated equipment list and gold and platinum pricing schedules as shown in Exhibit A.5 and to incorporate certain other changes.
- L. The parties now desire to amend the Contract to incorporate service to Hawaii as shown in Exhibit A.6 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:


A G R E E M E N T

1. The terms of the Contract are restated by and incorporated into this Eleventh Amendment by reference.
2. Defined terms used in this Eleventh Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Schedules in Exhibit A of the Contract are hereby updated to include the addition of service to Hawaii including category class equipment and price increases which are attached as Exhibit A.6.
4. 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.
5. 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 acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Eleventh Amendment to be executed as of the date first written above.

HERC RENTALS, INC.:

BY:  _____
(Signature)

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 11/27/2023

CITY MANAGER'S OFFICE
OFFICE/DEPARTMENT/DIVISION

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: February 02, 2024

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2019000318

Amendment #: 11

Contract Name: Equipment Rentals and Related Product and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 2094

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
Liz Babson
Key: f08f2b82106208b0804836a6d96b8