

STATE OF NORTH CAROLINA

Rev. 10/12

WAKE COUNTY

CONTRACT AMENDMENT # 1

This contract amendment is made and entered into this the 1st day of June, 2016, by and between Hertz Equipment Rental, 225 Brae Blvd, Park Ridge, NJ 07656 ("Contractor"), and NC State University, c/o Purchasing Department, Campus Box 7212, Raleigh, North Carolina 27695 ("NC State");

WHEREAS, NC State and the Contractor have entered an agreement dated April 1, 2014, (hereafter, the "Contract"), for the Contractor to provide rental equipment for NC State and US Communities' participating agencies. A copy of the Contract is attached and made a part of this Amendment;

WHEREAS, the parties hereto desire to reduce the terms of this amendment to writing;

THEREFORE, for and in consideration of the mutual promises to each other, as herein after set forth, the parties hereto do mutually agree to amend the Contract, as follows:

1. Contractor has submitted a Request for Price Increase on select products outlined in e-mail to jessica_dalton@ncsu.edu, dated April 21, 2016 (copy attached as Page 3 to this amendment).

2. NC State accepts these increases with an effective date of June 1, 2016.

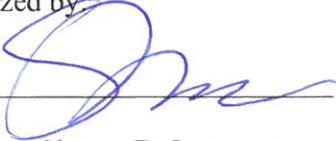
Except as specifically changed by this Amendment, all other terms, conditions and other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, NC State and the Contractor have executed this amendment in duplicate originals, one of which is retained by each of the parties the day and year first written above.

NC STATE UNIVERSITY:
c/o Purchasing Department

CONTRACTOR

Authorized by:



Name: Sharon D. Loosman

By: 

Name: Jason Oosterbeek

Title: Director of Materials Management

Title: Vice President

Date: 5/25/16

Date: 05-24-16

Email dated April 21, 2016 From Matt Mayer (Hertz) to Jessica Dalton (NC State Purchasing Department)

On Thu, Apr 21, 2016 at 7:01 PM, Matthew V. Mayer <MMayer@hertz.com> wrote:
Jessica,

At this time, Hertz Equipment Rental (HERC) would like to request for your review and approval rate changes to ten items in our contract for economic reasons. We realize we have a contract with North Carolina State University where we have agreed to locked rates for three years, however variables outside our control has lead us to make this sensitive request.

The principle reason for this request is HERC has realized large increases in investment costs on some of our equipment offerings. These increases have been driven by the required upgrades in engine technology to meet Federal emission standards. Although all units that we currently own haven't been largely impacted, the units we have purchased in the most years have been greatly affected. With that said, logic would suggest that we apply new, increased rates to only rentals being filled with newer equipment. However, rentals are not filled in that manner, rather they are filled with the unit(s) we currently have sitting, regardless of whether it's a new or older unit.

Below is a quick summary of the percent increase per equipment type we are requesting for your review. Attached is the detail of the increases by equipment type and price offering – Platinum, Gold, and Preferred. The rate increases being requested are equal to the percent increase in the average cost of the fleet from when the contract was bid, November 2013, to now. This is not the difference in the cost of these types of equipment today versus those purchased in prior years, for that difference would be too large an increase to request and would not be representative of the fleet mix by the different years they are purchased.

Cat Class	Description	Proposed Rate Adjustment
246-02	EXCAVATOR/3-4 TON/CRAWLER/DSL METRIC	4%
246-03	EXCAVATOR/6-8 TON/CRAWLER/DSL METRIC	5%
246-04	EXCAVATOR/4-6 TON/CRAWLER/DSL METRIC	3%
246-05	EXCAVATOR/12-14 TON/CRAWLER/DSL METRIC	3%
246-10	EXCAVATOR/19-21 TON/CRAWLER/DSL METRIC	1%
261-30	WHEEL LOADER/3YD/GEN BKT/DSL	4%
312-18	CRANE/TRUCK/18TON/DSL/SINGLE AXLE	21%
656-14	TRUCK/BOXDUMP/12-14YD/DSL	9%
664-20	TRUCK/WATER/2000 GALLON/DSL	29%
664-37	TRUCK/WATER/3700 GALLON/DSL/DUAL AXLE	21%

Jessica, thank you in advance for taking the time to review this request. As I'm am sure there will additional questions or information needed, please feel free to call me at [916-781-9476](tel:916-781-9476) or contact me via email.

Matthew V. Mayer

Director – Government Business & Customer Analytics

Hertz Equipment Rental Corporation |10680 Industrial Ave., Roseville, CA 95678, USA

Phone: [916-781-9476](tel:916-781-9476) |Mobile: [916-919-4974](tel:916-919-4974)

mmayer@hertz.com | www.hertzequip.com

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STATE OF NORTH CAROLINA
WAKE COUNTY

Rev. 11/12

**NORTH CAROLINA STATE UNIVERSITY
AGREEMENT**

THIS AGREEMENT (“Agreement”) made and entered into this 1st day of April 2014, by and between Hertz Equipment Rental, 225 Brae Blvd, Park Ridge, NJ 07656 (“Contractor”), and NC State University, c/o Purchasing Department, Campus Box 7212, Raleigh, North Carolina 27695 (“NC State”).

WITNESSETH

WHEREAS, Contractor has submitted to NC State a proposal for the performance of certain professional services; and,

WHEREAS, NC State desires to enter into an agreement with Contractor for the performance of these professional services.

NOW, THEREFORE, in exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NC State and Contractor agree as follows:

1. **Scope of Services.** Contractor agrees to supply NC State with equipment rental and associated services described in the following attachments, attached hereto and incorporated by reference as if fully set forth herein. Documents include:
 - (1) University’s Request for Proposals (RFP) #63-JGD10070, dated October 5, 2013
 - (2) RFP Addendum Number One dated November 1, 2013
 - (3) Contractor response dated November 11, 2013: noting that 1) the tab marked “Donlen Overview” is removed; the University is not accepting this program and; 2) the U.S. Communities Administration fee is applicable to all products and services made a part of this contract, including equipment financing.
 - (4) Hertz pricing. See “Attachment A” for definition of Platinum, Gold and Preferred pricing.
 - (5) University Request for Clarification Number 1 dated December 3, 2013
 - (6) Contractor response to Request for Clarification dated December 3, 2013

Contractor agrees to supply the University and U.S. Communities’ Participating Public Agencies (PPA’s) with equipment rental and associated services, and the University agrees to utilize the Contractor for these purposes.

2. **Term.** Contractor shall commence providing the Services on April 1, 2014, and shall terminate on March 31, 2017 (the “Term”). In addition, the University reserves the right to renew for one (1) additional, two-year period, not to exceed March 31, 2019.

- 3. **Key Personnel.** Contractor shall not substitute key personnel assigned to the performance of this Agreement without the prior written approval of NC State's Contract Administrator. Contractor's individual designated as key personnel for the purposes of this Agreement is James W. Fiscus, Division Vice President.

- 4. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NC State: Director of Materials Management
 North Carolina State University
 Campus Box 7212
 Raleigh, NC 27695-7212

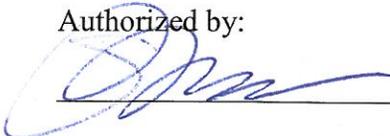
If to Contractor: Hertz Equipment Rental
 James Fiscus, Division Vice President
 225 Brae Blvd
 Park Ridge, NJ 07656

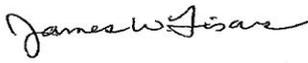
IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

NC STATE UNIVERSITY:

CONTRACTOR

Authorized by:



By: 

Name: Sharon D. Loosman

Name: James W. Fiscus

Title: Director of Materials Management

Title: Division Vice President

Date: 2/12/2014

Date: 02-11-14

Pricing Definitions

Hertz pricing includes three (3) options: Platinum, Gold and Preferred defined as follows:

Platinum: Extended to Participating Public Agencies (PPA's) where an agency enters into an exclusive agreement with Hertz by directly adopting this contract.

Gold: Extended to PPA's where an agency enters into a non-exclusive agreement with Hertz by directly adopting this contract. Pricing is applicable to all PPA's EXCEPT for 1) Platinum customers, 2) customers in North Dakota, South Dakota and Hawaii, and 3) **new** PPA's when formal states of emergency have been declared in the respective locale, i.e. no agreement previously existed between Hertz and PPA.

Preferred: Extended to 1) all Participating Public Agencies in North Dakota, South Dakota, and Hawaii, and to 2) new PPA's requesting the contract when formal States of Emergency have been declared, i.e. no agreement previously existed between Hertz and PPA.

Note: If a customer already has Platinum or Gold pricing downloaded to its Hertz customer number(s) and a state of emergency is declared, the respective Platinum or Gold pricing will be the pricing used for all current and new rentals, including when a state of emergency has been declared.