

TERMS AND CONDITIONS

1. NO SUBSTITUTIONS accepted without approval of City of San Mateo ("City").
2. Prices must be F.O.B. destination. DO NOT ship collect.
3. The City is EXEMPT from payment of FEDERAL EXCISE TAX under Chapter 32, IRS Code. Federal Tax ID #94-6000422. Items are for the exclusive use of the City and not for resale.
4. MAIL invoices in duplicate to:
City of San Mateo, 330 W 20th Ave, San Mateo, CA 94403
5. The Lessor assumes all risks in connection with the merchandise ordered until delivery to City as specified and accepted by City.
6. Merchandise is subject to inspection and test by City at the place of destination. If any merchandise is found at any time to be defective or nonconforming, the City, in addition to all other rights, shall have the right, in whole or in part, to reject and return the merchandise at Lessor's expense and to receive full credit for it, or to require its replacement without additional cost to City.
7. City may terminate this agreement and be relieved of the payment for any consideration if Lessor fails to perform the terms of this contract at the time and in the manner required. The cost to City shall be deducted from any sum due the Lessor under this agreement, and the balance, if any, shall be paid to the contractor upon demand.
8. Lessor warrants that all goods and services supplied to City hereunder are fit for City's intended purpose, are free from design defects, are good quality, and free from defects in material and workmanship, and do not infringe upon any patents, trademarks, copyrights, trade secrets, or other industrial or intellectual property rights. These warranties shall survive any inspection, delivery, and acceptance. All goods and services provided to City shall comply with all federal, CAL OSHA, and local safety rules and regulations.
9. Billing shall occur on the date of acceptance of the merchandise or on the date of receipt of invoice, whichever is later.
10. Waiver. City's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
11. Cost of Litigation. If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expenses including reasonable attorney's fees and reasonable costs of arbitration or litigation up to a maximum of \$5,000.
12. No Subcontracting or Assignment. Lessor shall not subcontract the purchase contemplated by this agreement, or assign this agreement, without City's prior express written authorization.
13. Invalidity. In the event any provision or portion of this agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.
14. Entire Contract. This is the entire agreement between the parties. Any modification must be in writing and signed by all parties.
15. Termination. If provider fails to perform at the time and in the manner required by this contract, City may terminate the contract by giving written notice to Lessor and paying the reasonable and proportionate amount for services already provided.
16. In the event of any inconsistency or conflict between the language of these terms and conditions and any other document or attachment hereto, the language of these terms and conditions shall control.
17. Interest of Contractor. Lessor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

18. Contractor's Status. It is expressly agreed that in the performance of the services required under this Agreement, Lessor shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the City as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make Lessor an agent or employee of City while providing services under this Agreement.

19. Indemnity. Lessor agrees to hold harmless and indemnify City, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of Lessor's performance of this Agreement, except for those claims arising out of City's sole negligence or willful misconduct. Lessor agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

20. Non-Discrimination. Lessor warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither Lessor nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

21. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

22. Litigation. Lessor shall testify at City's request if litigation is brought against City in connection with Lessor's services under this Agreement. Unless the action is brought by Lessor, or is based upon CONTRACTOR'S wrongdoing, City shall compensate Lessor for preparation for testimony, testimony, and travel at Lessor's standard hourly rates at the time of actual testimony.

23. Notices. All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To City: City of San Mateo, 330 W 20th Ave, San Mateo, CA 94403

To Lessor: Herc Rentals, 7727 Oakport Street, Oakland, CA 94621

24. Governing Law and Venue. This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, City and Lessor have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

Name: _____

Title: _____

Dated: _____

Lessor: _____

Name: _____

Title: _____

Dated: _____

RESERVATION AND
RENTAL CONTRACT

R.A. No. 54294958

Page 1 of 2

BRANCH: 705 HERC OAKLAND PROSOLUTIONS 7727 OAKPORT STREET OAKLAND, CA 94621 510-633-2040	BILL TO CUSTOMER: 1286364 CITY OF SAN MATEO 330 WEST 20TH AVE SAN MATEO, CA 94403-1338	SHIPPING ADDRESS DALE AVE PUMP STATION 1025 PATRICIA AVE SAN MATEO, CA 94401 650-823-1266																																																																																																																																																																		
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Customer Name

Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercrentals.com)

RESERVATION AND
RENTAL CONTRACT

R.A. No. 54294958

Page 2 of 2

BRANCH: 705		BILL TO CUSTOMER: 1286364		SHIPPING ADDRESS	
HERC OAKLAND PROSOLUTIONS 7727 OAKPORT STREET OAKLAND, CA 94621 510-633-2040		CITY OF SAN MATEO 330 WEST 20TH AVE SAN MATEO, CA 94403-1338		DALE AVE PUMP STATION 1025 PATRICIA AVE SAN MATEO, CA 94401 650-823-1266	
DESCRIPTION/CHARGES					
EST START: 9/01/22 11:26		EST RETURN: 6/30/23 11:26		DROP DATE: _____	
SHIPPED BY:		ORDERED BY: ROB LEARNMONTH		DROP TIME: _____	
ORDER DATE: 7/29/22		SALESPERSON: 407		SALES COORDINATOR: ZACH YAWORNISKY	
PO# / JOB#: TBD		/ DALE AVE PUMP STATION			
Qty	Equipment #	Hrs/	Min	Hour	Day Week Month Amount
SALES ITEMS:					
Qty	Item number	Unit	Price		
160	PREVENT MAINT \$4.00	EA	4.000		
3770000001 - PREVENTATIVE MAINTENANCE					
DELIVERY CHARGE					340.75
PICKUP CHARGE					340.75
*** Delivery Instructions ***					
P.O.C ROB LEARNMONTH 650-823-1266				Sub-total:	202591.02
Taxable Sub-total: 202591.02				Tax:	19499.39
				Total:	222090.41
TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is \$20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. TO END RENTAL CHARGES, Customer must call the branch to get a release #.					
CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")					
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Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.					

Customer Name

Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercrentals.com)

**Detail Report**

Seller:	PETE KUHL	Branch #:	705
E-Mail:		Branch Name:	705 HERC OAKLAND PROSOLUTIONS
Phone:	510-207-8607	Address:	7727 OAKPORT STREET,
		City, State:	OAKLAND, CA 94621
		Phone:	510-633-2040

Customer Information

Name:	CITY OF SAN MATEO
Address:	330 WEST 20TH AVE
City, State:	SAN MATEO, CA 94403
Phone:	650-522-7399

Jobsite Information

Site Name:	DALE AVE PUMP STATION
Contact:	ROB LEARNMONTH
Address:	1025 PATRICIA AVE,
City, State:	SAN MATEO, CA 94401
Phone:	650-823-1266

Dear ROB LEARNMONTH,

Thank you for considering Herc Rentals and taking the time to outline your project needs. In reviewing your project, the Herc Rentals team is well positioned to meet your requirements. We are pleased to submit our solution, which outlines the project scope, pricing and support services. We will follow up shortly to answer any questions you may have and define next steps.

Scope Of Work

1000 KW Generator
(20) 50' 4/0 cables
(12) female pigtails
(12) males pigtails

Current Project Schedule

Estimated Start Date & Time:	09/01/2022	11:26 AM
Estimated Return Date:	06/30/2023	

Once again, thank you for your interest in Herc Rentals, I look forward to working with you on this project. Please do not hesitate to contact me if you have any questions about this proposal.

Sincerely
PETE KUHL
510-207-8607



Equipment Pricing							
Equipment Scope				Rental Rates			Estimated Total
Quantity	Cat-Class	Description	Shift	Day Rate	Week Rate	Month Rate	
1	501-2100	1000KW GENERATOR DSL	S	\$ 2,160.00	\$ 5,568.00	\$ 16,500.00	\$ 169,320.00
20	940-0815	CABLE 4/0 50FT CAMLOCK	S	\$ 23.00	\$ 65.00	\$ 126.00	\$ 26,120.00
12	940-0870	FEMALE PIGTAIL 4/0 UNDER 10FT	S	\$ 2.00	\$ 7.00	\$ 15.00	\$ 1,848.00
12	940-0880	MALE PIGTAIL 4/0 UNDER 10FT	S	\$ 2.00	\$ 7.00	\$ 15.00	\$ 1,848.00

Rental Protection Plan	
Customer has either elected to provide Certificate of Insurance prior to the rental commencing or will be utilizing Herc's Rental Protection plan.	

Estimated Project Cost Based On Scope Of Work	
Equipment	\$ 199,136.00
Transportation	\$ 681.50
Labor	\$ 0.00
Fuel	\$ 0.00
Sales / Miscellaneous	\$ 0.00
Preventative Maintenance	\$ 1,280.00
Rental Protection Plan	\$ 0.00
Emission & Environmental Surcharge	\$ 0.00
VLF	\$ 0.00
Transportation Surcharge	\$ 0.00
Estimated Subtotal	\$ 201,097.50
Estimated Tax	\$ 19,355.64
Estimated Total	\$ 220,453.14

*Additional Taxes & Fees May be applied & Vary by State, Locations & Application

*Please note any PM charges listed are for one billing period

*Please note additional charges may applied if drivers experience wait times/delays during delivery

*Rental Quote is valid through: 10/01/2022

Additional Information



Payment Terms: Net 30 Days

Thank you for your interest in Herc Rentals. Please contact me if you have any questions or comments.
Assuring you our best attention at all times.

Sincerely,
Herc Rentals

Please see our website for a list of services and associated charges at HercRentals.com