

City of Fayetteville Staff Review Form

2019-0455

Legistar File ID

8/20/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

7/26/2019

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of an emergency bypass pump rental for the Farmington Lift Station from Western Oilfields Supply Company d/b/a Rain for Rent in the amount of \$21,286.85 plus applicable taxes.

Budget Impact:

5400.720.4310-5216.00

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 592,000.00

Funds Obligated \$ 293,001.67

Current Balance **\$ 298,998.33**

Does item have a cost? Yes

Item Cost \$ 23,362.32

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 275,636.01**

V20180321

Purchase Order Number: 2019-00000503

Previous Ordinance or Resolution # _____

Change Order Number: 1

Approval Date: _____

Original Contract Number: -

Comments: Taxes are estimated at \$2,075.47 for a total of \$23,362.32.



MEETING OF AUGUST 20, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: July 26, 2019

SUBJECT: Emergency Bypass Pump Rental for Farmington Lift Station

RECOMMENDATION:

Staff recommends the approval of an emergency bypass pump rental for the Farmington Lift Station from Western Oilfields Supply Company d/b/a Rain for Rent in the amount of \$21,286.85 plus applicable taxes.

BACKGROUND:

The Farmington wastewater lift station on Double Springs Rd. (Lift Station #12) experienced recent pump failures. These pump failures occurred at the same time, one was sent off for repair by Jack Tyler Engineering and the other was approved for replacement (also ordered from Jack Tyler Engineering).

DISCUSSION:

Since the pump failures occurred at the same time, an emergency bypass pump was needed to prevent the wastewater lift station from overflowing. Western Oilfields Supply Company d/b/a Rain for Rent was able to provide the bypass pump within 2 days. There were no other companies that could provide the pump in that time frame due to the short notice. Rain for Rent provided a quote for 28 days of pump rental in the amount of \$17,435.90 (quote attached). A PO was issued for that amount at that time. This included \$1,000.00 for overnight freight.

Due to time delays on getting the repaired pump back from Jack Tyler Engineering, the emergency bypass pump from Rain for Rent will be needed for an additional week. Rain for Rent provided the attached quote in the amount of \$3,850.95 for the additional week. Staff recommends the approval of the 5-week emergency pump rental from Rain for Rent in the amount of \$21,286.85 plus applicable taxes. Taxes are estimated at \$2,075.47 for a total of \$23,362.32.

BUDGET/STAFF IMPACT:

Funds are available in the Construction Materials account within the Water & Sewer Fund.

Attachments:

Quotes from Rain for Rent

1044-IND-847315

Quotation Developed Especially for:

Mark Rogers
City Of Fayetteville
113 West Mountain
Fayetteville, AR 72701
Phone:

Prepared on 6/27/2019 by:

Adam Black
Cell: 501-697-0973
3210 Vail Ave
Conway AR 72032
Phone: 501-328-5757
Fax: 501-327-2877

www.rainforrent.com





Rental Quotation

Arkansas

www.rainforrent.com

3210 Vail Ave
Conway AR 72032
Phone: 501-328-5757
Fax: 501-327-2877

Quotation Number: 1044-IND-847315
Prepared By: Adam Black

Job Description:
Rental of 8" HH pump, pipe and hose
Requested flow of 2,400 gpm

Customer: City Of Fayetteville
Customer ID: 131674
Address: 113 West Mountain
City/State: Fayetteville, AR 72701
Contact: Mark Rogers
Office:
Fax:

Location:
Jacobs
City Of Fayetteville, AR
571 Double Springs Rd
Fayeeville, AR 72704

Rental Sub Total: \$7,513.90

Sub Total: \$7,513.90

Table with 2 columns: Item Description and Amount. Includes rows for Recommended Optional Items (Rental: \$0.00, Sales: \$1,000.00), Est. Delivery Hauling (\$2,527.00), Est. Pick-up Hauling (\$2,527.00), Est. Install Labor (\$2,060.00), Est. Removal Labor (\$1,620.00), Est. Services (\$0.00), Est. Air Quality Fee (\$0.00), Est. Rev Air Quality Fee (-\$0.00), Est. Enviro Recovery Fee (\$188.00), Est. Rev Enviro Recovery Fee (-\$0.00), and Recommended Optional Item - RPP (\$1,051.94).

(Does Not Include Sales Tax)

Grand Total: \$16,435.90

Date Prepared: 6/27/2019

Valid Until: 7/27/2019

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here: _____

Rental Protection Plan

I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT. Initial here: _____



Rental Quotation

Arkansas

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3210 Vail Ave
Conway AR 72032
Phone: 501-328-5757
Fax: 501-327-2877

Quotation Number: 1044-IND-847315

Application: pumping Materials: sewer Flow: 2,400 gpm Suction Lift: 24 Friction Loss: na

Static Head: 60 psi

*Rain for Rent Cycle = 28 Days.

This quotation has not been flagged as PREVAILING WAGE.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	2 Week	+815030	Pump 8" High Head HH225C	\$545.11	\$1,635.33	\$4,906.00	\$3,270.66
1	Each	14 Day	+670566	Spillguards 12'X16'X1'	\$21.74			\$304.36
1	Each	2 Week	722053	Adapter 12" Flanged HDPE DR11	\$29.13	\$29.13	\$58.26	\$58.26
3	Each	2 Week	722924	Elbow 12" 90 Degree HDPE DR11	\$29.13	\$29.13	\$58.26	\$174.78
35	Each	2 Week	950971	Pipe 12" HDPE DR11	\$2.01	\$2.01	\$4.01	\$140.70
4	Each	2 Week	724825	Hose 8"x25' HD Tank Truck Flange x Swedge 150#	\$250.00	\$250.00	\$500.00	\$2,000.00
1	Each	2 Week	724128	Adapter Reducing 12"x8" Flanged Concentrical Cast Iron	\$46.19	\$46.19	\$92.38	\$92.38
1	Each	2 Week	322424	Adapter Reducing 16"x12" Concentric Flange STL	\$60.58	\$60.58	\$121.16	\$121.16
2	Each	2 Week	954998	Elbow 16" 90 Degree Flange Cast Iron	\$85.90	\$85.90	\$171.79	\$343.60
1	Each	2 Week	720665	Valve 8" Gate Flanged 10RW Cast Iron	\$53.00	\$53.00	\$106.00	\$106.00
8	Each	2 Week	MR IND	8" 150 bolt and gasket kit	\$12.00	\$12.00	\$24.00	\$192.00
3	Each	2 Week	MR IND	12" 150 bolt and gasket kit	\$22.50	\$22.50	\$45.00	\$135.00
3	Each	2 Week	MR IND	16" 150 bolt and gasket kit	\$41.00	\$41.00	\$82.00	\$246.00
50	Each	14 Day	724934	Pipestax 4	\$0.47			\$329.00

Rental Sub Total: \$7,513.90

Sub Total: \$7,513.90



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OPTIONAL PRODUCTS

Optional Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
1	Each	M246	in bound freight if required parts are overnighted	\$1,000.00	\$1,000.00

Sale Sub Total: \$1,000.00

Optional Total: \$1,000.00



Quotation Number: 1044-IND-847315

Statement of Work

Background:

Customer requires a bypass of 2,400 gpm in order to keep wet well within acceptable limits.

Scope:

Rain for Rent will provide labor and equipment necessary to deliver, install, remove, and demobilize the sewer bypass products outlined in the quote. The suction location will be at lift station wet well @ 571 Double Springs Rd and discharging at lift station forced main @ 571 Double Springs Rd.

References Materials:

Documents used as input for this proposal include: Job walk with customer and customer provided information.

Operating Parameters:

System is designed to operate at a flow rate of 2,400 gpm with peak flows of 2,800 gpm. System must be surcharged to 20 feet below manhole rim in order to function properly. Recommended suction intake pipe submergence of 2 feet plus a safety factor of 1 feet.

Suction Location: wet well

Discharge Locations: forced main

Suction Lift: 24 ft

Pipe Distance: 30 ft

This system has redundant pumping capacity of 0%.

This system has redundant piping capacity of 0%.

Estimated Duration:

For the quoted items, Rain for Rent requires a signed quote not less than 5 days prior to delivery.

Planned Schedule Durations:

Mobilization: 1

Installation: 1

Operation: Not Requested

Removal: 1

Demobilization: 1

Rain for Rent Responsibilities:

- Labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.
- Labor and equipment necessary to install & remove system except for customer provided items.
- Equipment and services expressly included in this scope.

Customer Responsibilities:

- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.



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- Provide all needed unloading, testing, operations and maintenance, cleaning and reloading of provided equipment.
- Promptly notify Rain for Rent of any service or performance related needs.
- Dedicated equipment with operator and fuel to perform unloading activities. Equipment must be capable of lifting 5,000lbs.
- Perform system hydrotest and flushing operations. Flushing and cleaning of equipment must be performed to Rain for Rent standards prior to return.

- All routine maintenance including fuel, fluids, lubrication, and filters. Engine driven equipment requires servicing every 250 hours. Customer will automatically be charged an engine service fee based on the actual hours of equipment usage. The fee is \$1-2.00 per hour based on engine size. The engine service fee can be waived if customer provides documentation substantiating the service was performed as per Rain for Rent's requirements. Rain for Rent must be notified 2 business days in advance to schedule required field service.
- Provide fueling, filter changes, and lubricating oils as needed for project operation.
- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage. Customer must provide protection that does not impede system function. Customer is responsible for all damages to system.

- Supply all needed water for any applicable system testing, startup, and cleaning.
- All labor & materials to perform system chlorination and deodorizing.
- All waste materials on associated with this system.
- Provide any needed vehicular or pedestrian traffic control, site security, sewer plugs, and the modification or alteration of any permanent structure or site element, including any needed suction pits, pump pads, and discharge locations.
- Identify at-risk laterals and provide notifications to affected property owners of work recommending plugs be used in low lying rooms (basements).

Rain for Rent Exclusions:

- All work associated with sewer plug installation, monitoring, and removal.
- All labor, equipment and identification of areas for sump pumping, lateral line flows, system infiltrations and similar are excluded.
- All design input and services. This system is provided as per customer provided information.
- Compliance with unknown discharge requirements.

Additional Information

Always use equipment in a safe and proper manner and in accordance with manufacturers and regulatory standards and industry best practices. Improper usage will cause system failure, product damages, possible injuries, and spills.

-Customer must provide crane truck and operator to assist in setting suction and discharge piping.

-Customer is responsible for any/all damage to RFR equipment and will be charged accordingly.



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-Hauling and labor have been estimated in the quote, this is an estimate only. Actual required time will be charged.

-Any on site time outside of RFR control will be billed at a T&M rate.

-All equipment must be rinsed and clean prior to pick up or customer will be charged any additional cleaning fees and associated hauling and labor.

-Customer has provided all required information:

-2,400 gallons per minute at 200 ft of head

-Wet well can be surcharged to 21' before flooding collection system

-60 psi to enter force main



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Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

1044-IND-852135

Quotation Developed Especially for:

Mark Rogers
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701
Phone:

Prepared on 7/25/2019 by:

Adam Black
Cell: 501-697-0973
3210 Vail Ave
Conway AR 72032
Phone: 501-328-5757
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Rental Quotation

Arkansas

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Quotation Number: 1044-IND-852135
Prepared By: Adam Black

Job Description:
Rental of 8" HH pump, pipe and hose
Requested flow of 2,400 gpm

Customer: City of Fayetteville
Customer ID: 131674
Address: 113 West Mountain
City/State: Fayetteville, AR 72701
Contact: Mark Rogers
Office:
Fax:

Location:
Jacobs
City Of Fayetteville, AR
571 Double Springs Rd
Fayeeville, AR 72704

Rental Sub Total: \$3,756.95

Sub Total: \$3,756.95

Table with 2 columns: Item Description and Price. Includes items like Recommended Optional Items - Rental (\$0.00), Est. Delivery Hauling (\$0.00), Rental Protection - RPP (\$525.98), and Est. Enviro Recovery Fee (\$94.00).

(Does Not Include Sales Tax)

Grand Total: \$3,850.95

Date Prepared: 7/25/2019

Valid Until: 8/24/2019

Customer

Date

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed.

Rental Protection Plan
I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement...



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Quotation Number: 1044-IND-852135

Application: pumping Materials: sewer Flow: 2,400 gpm Suction Lift: 24 Friction Loss: na

Static Head: 60 psi

*Rain for Rent Cycle = 28 Days.

This quotation has not been flagged as PREVAILING WAGE.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 Week	+815030	Pump 8" High Head HH225C	\$545.11	\$1,635.33	\$4,906.00	\$1,635.33
1	Each	7 Day	+670566	Spillguards 12'X16'X1'	\$21.74			\$152.18
1	Each	1 Week	722053	Adapter 12" Flanged HDPE DR11	\$29.13	\$29.13	\$58.26	\$29.13
3	Each	1 Week	722924	Elbow 12" 90 Degree HDPE DR11	\$29.13	\$29.13	\$58.26	\$87.39
35	Each	1 Week	950971	Pipe 12" HDPE DR11	\$2.01	\$2.01	\$4.01	\$70.35
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1	Each	1 Week	724128	Adapter Reducing 12"x8" Flanged Concentrical Cast Iron	\$46.19	\$46.19	\$92.38	\$46.19
1	Each	1 Week	322424	Adapter Reducing 16"x12" Concentric Flange STL	\$60.58	\$60.58	\$121.16	\$60.58
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1	Each	1 Week	720665	Valve 8" Gate Flanged 10RW Cast Iron	\$53.00	\$53.00	\$106.00	\$53.00
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3	Each	1 Week	MR IND	12" 150 bolt and gasket kit	\$22.50	\$22.50	\$45.00	\$67.50
3	Each	1 Week	MR IND	16" 150 bolt and gasket kit	\$41.00	\$41.00	\$82.00	\$123.00
50	Each	7 Day	724934	Pipestax 4	\$0.47			\$164.50

Rental Sub Total: \$3,756.95

Sub Total: \$3,756.95



Quotation Number: 1044-IND-852135

Statement of Work

Background:

Customer requires a bypass of 2,400 gpm in order to keep wet well within acceptable limits.

Scope:

Rain for Rent will provide labor and equipment necessary to deliver, install, remove, and demobilize the sewer bypass products outlined in the quote. The suction location will be at lift station wet well @ 571 Double Springs Rd and discharging at lift station forced main @ 571 Double Springs Rd.

References Materials:

Documents used as input for this proposal include: Job walk with customer and customer provided information.

Operating Parameters:

System is designed to operate at a flow rate of 2,400 gpm with peak flows of 2,800 gpm. System must be surcharged to 20 feet below manhole rim in order to function properly. Recommended suction intake pipe submergence of 2 feet plus a safety factor of 1 feet.

Suction Location: wet well

Discharge Locations: forced main

Suction Lift: 24 ft

Pipe Distance: 30 ft

This system has redundant pumping capacity of 0%.

This system has redundant piping capacity of 0%.

Estimated Duration:

For the quoted items, Rain for Rent requires a signed quote not less than 5 days prior to delivery.

Planned Schedule Durations:

Mobilization: 1

Installation: 1

Operation: Not Requested

Removal: 1

Demobilization: 1

Rain for Rent Responsibilities:

- Labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.
- Labor and equipment necessary to install & remove system except for customer provided items.
- Equipment and services expressly included in this scope.

Customer Responsibilities:

- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.



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Quotation Number: 1044-IND-852135

- Provide all needed unloading, testing, operations and maintenance, cleaning and reloading of provided equipment.
- Promptly notify Rain for Rent of any service or performance related needs.
- Dedicated equipment with operator and fuel to perform unloading activities. Equipment must be capable of lifting 5,000lbs.
- Perform system hydrotest and flushing operations. Flushing and cleaning of equipment must be performed to Rain for Rent standards prior to return.

- All routine maintenance including fuel, fluids, lubrication, and filters. Engine driven equipment requires servicing every 250 hours. Customer will automatically be charged an engine service fee based on the actual hours of equipment usage. The fee is \$1-2.00 per hour based on engine size. The engine service fee can be waived if customer provides documentation substantiating the service was performed as per Rain for Rent's requirements. Rain for Rent must be notified 2 business days in advance to schedule required field service.
- Provide fueling, filter changes, and lubricating oils as needed for project operation.
- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage. Customer must provide protection that does not impede system function. Customer is responsible for all damages to system.

- Supply all needed water for any applicable system testing, startup, and cleaning.
- All labor & materials to perform system chlorination and deodorizing.
- All waste materials on associated with this system.
- Provide any needed vehicular or pedestrian traffic control, site security, sewer plugs, and the modification or alteration of any permanent structure or site element, including any needed suction pits, pump pads, and discharge locations.
- Identify at-risk laterals and provide notifications to affected property owners of work recommending plugs be used in low lying rooms (basements).

Rain for Rent Exclusions:

- All work associated with sewer plug installation, monitoring, and removal.
- All labor, equipment and identification of areas for sump pumping, lateral line flows, system infiltrations and similar are excluded.
- All design input and services. This system is provided as per customer provided information.
- Compliance with unknown discharge requirements.

Additional Information

Always use equipment in a safe and proper manner and in accordance with manufacturers and regulatory standards and industry best practices. Improper usage will cause system failure, product damages, possible injuries, and spills.

-Customer must provide crane truck and operator to assist in setting suction and discharge piping.

-Customer is responsible for any/all damage to RFR equipment and will be charged accordingly.



Rental Quotation

Arkansas

www.rainforrent.com

3210 Vail Ave
Conway AR 72032
Phone: 501-328-5757
Fax: 501-327-2877

Quotation Number: 1044-IND-852135

-Hauling and labor have been estimated in the quote, this is an estimate only. Actual required time will be charged.

-Any on site time outside of RFR control will be billed at a T&M rate.

-All equipment must be rinsed and clean prior to pick up or customer will be charged any additional cleaning fees and associated hauling and labor.

-Customer has provided all required information:

-2,400 gallons per minute at 200 ft of head

-Wet well can be surcharged to 21' before flooding collection system

-60 psi to enter force main



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Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <https://www.eia.gov/petroleum/gasdiesel/>

An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPP Agreement shall supplement the MRSA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.

2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.

3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.

4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.