

1036-IND-914366

Quotation Developed Especially for:

Matthew Wedeking
EASTERN MUNICIPAL WATER DIST
PO BOX 8300
Perris, CA 92572
Phone: 9519283777x4857 Ext. 4857

Prepared on 8/7/2020 by:

Jeremy Mattson
Cell: 909-332-0316
6400 Fischer Rd
Riverside CA 92507
Phone: 951-653-2171
Fax: 951-656-1926
www.rainforrent.com





Rental/Sale Quotation

Riverside

www.rainforrent.com

6400 Fischer Rd
Riverside CA 92507
Phone: 951-653-2171
Fax: 951-656-1926

Quotation Number: 1036-IND-914366
Prepared By: Jeremy Mattson

Job Description:
(1) B-24 1.063 mg Lake Tank with 30mil liner and ground pad. Quote is for 30 days.

Customer: EASTERN MUNICIPAL WATER DIST
Customer ID: 100312
Address: PO BOX 8300
City/State: Perris, CA 92572
Contact: Matthew Wedeking
Office: 9519283777x4857 Ext. 4857
Fax:

Location:
Well Site 65 & 66, Davis and Ironwood, Moreno Valley CA

Rental Sub Total: \$12,519.90
Sale Sub Total: \$13,311.43
Sub Total: \$25,831.33

Recommended Optional Items - Rental: \$0.00
Recommended Optional Items - Sales: \$0.00
Does not include sales tax
Accept/Decline:
Initial:

Table with 2 columns: Description and Amount. Rows include Est. Delivery Hauling (\$15,518.80), Est. Pick-up Hauling (\$14,612.40), Est. Install Labor (\$32,833.00), Est. Removal Labor (\$22,933.00), Est. Services (\$3,150.00), Est. Air Quality Fee (\$600.00), Est. Rev Air Quality Fee (-\$0.00), Est. Enviro Recovery Fee (\$344.00), Est. Rev Enviro Recovery Fee (-\$0.00).

By checking Accept and initialing customer is acknowledging that the additional cost for the above items will be added to the grand total.

Rental Protection - RPP: \$1,752.79

(Does Not Include Sales Tax)

Grand Total: \$115,822.53

Date Prepared: 8/7/2020

Valid Until: 9/6/2020

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:



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Application: well water storage Materials: dirty water Flow: NA Suction Lift: NA Friction Loss: NA

Static Head: NA

*Rain for Rent Cycle = 28 Days.

This quotation is a PREVAILING WAGE job.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	30 Day	+577010	LakeTank B24	\$417.33			\$12,519.90

Rental Sub Total: \$12,519.90

Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
1	Each	1007063	Liner Lake Tank B-24 30MIL LLDPE	\$10,371.43	\$10,371.43
1	Each	704121	Layfield 10oz Ground Pad B-24 GEO	\$2,940.00	\$2,940.00

Sale Sub Total: \$13,311.43

Sub Total: \$25,831.33



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Scope of Work

Well 65 & 66 Water Storage Option

Rain for Rent will provide:

- 1.) One B-24 Lake Tanks each tank with single liners, ground pad, 30 days of rental (including all standard features of the tank).
- 2.) Provide the customer with a drawing showing the tank layouts and clearance areas necessary.
- 3.) Removal, and pickup of the (1) B-24 Lake Tank.
- 4.) Complete job walk before Tank is delivered to verify site preparation.

Customer will provide:

- 1.) Free and clear access to the site.
- 2.) Site preparation according to the Tank specifications (see terms and conditions below).
- 3.) Disposal of the (1) 30 mil liner, (1) 10oz. ground pads which are purchased items, and will be the property of the customer.
- 4.) The customer is responsible to be ready to fill the Tank with at least 2,190bbls of water immediately after the liner is installed. Customer assumes all responsibility for any potential damages to the liner and all material and labor to repair or replace the liner if the Tank is left empty. The Tank should never be emptied below 12" of depth unless it is to be removed or relocated.

Additional Terms and Conditions

- 1.) "Rental Start Date" means the date the Tank is ready for filling.
- 2.) The "Rental End Date" means the date the Tanks are empty, ready for disassembly, and customer has obtained a Rental Release Number from the Rain for Rent branch servicing the rental.
- 3.) **All equipment will stay on rent until the customer has obtained the Rental Release Number.**
- 4.) Removal and return hauling will be billed upon completion.
- 5.) Included with each Lake Tank are four (4) 4-inch fill tubes and one (1) 12-inch suction manifold. Additional fill tubes and/or suction manifolds will be quoted as extras.
- 6.) Should Rain for Rent (or other specified subcontractor) be obstructed or delayed in the commencement or completion of the work beyond reasonable control of Rain for Rent, Customer will compensate Rain for Rent for the labor, transportation, or per diem charges.
- 7.) Customer shall not disassemble or move any Tank from any site without Rain for Rent's prior written consent.
- 8.) Customer shall take reasonable care to protect Tanks from marking, graffiti, or labeling which might be interpreted as a claim or ownership of a Tank or any other property.
- 9.) **Customer responsible to prepare site for Lake Tank assembly, to the following specifications:**
 - a. **Clear graded cut pad (95% compaction) with a diameter of no less 165 feet/B-24 with a compacted sand base 3"-4" thick, and a suction pit per RFR drawing.**
 - b. **Have a slope from any side to the other of less than 1/4 of one percent**



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10.) An EMWD representative is to inspect tank onsite upon delivery and prior to filling with water.

This project will be billed on a T&M basis using the following rates
If we are delayed in completion of the installation by circumstances beyond our control
this project will be billed on a T&M basis using the following rates:

Lake Tank Project Manager - \$98.00 / Hr

Leadman/Foreman - \$98.00 / Hr

Installer - \$88.00 / Hr

Trucks will be billed at \$7 / HR

Contract Hauling for Lake Tanks/Wide Load at cost plus 10%

Local hauling rates are portal to portal at \$67.00 / Hr (plus applicable permits)

All materials/equipment purchased or re-rented for the project will have a 15% markup

Overtime will be billed at 1.5x the rates above

Daily tickets will be provided to the customer (in person or email) to verify hours worked. These tickets will be the backup for labor billing.

Tanks quoted are subject to availability at time of order.



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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. Sold equipment is not to be rented. 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.

Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written.

The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested

positive and provide a list of actions taken to protect Rain for Rent personnel.

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, safety products, 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.