

CITY OF CORONA
Department of Water and Power
WRF3 Sewer Lift Station

CONTRACT CHANGE ORDER NO. 4

PROJECT DESCRIPTION: Construct a sewer lift station

PROJECT NO: NIB 21-012CA, 2018-11

PURCHASE ORDER NO: P21893

CONTRACTOR: Pacific HydroTech Corporation

JL NO: 69880572

DESCRIPTION OF CHANGES AND/OR EXTRA WORK: Extra work to install, operate and remove a dewatering system at the lift station site.

The Contractor is hereby directed to make the herein described changes from the plans and specifications and/or perform the following described work not included in the Plans and Specifications for this project.

ITEM	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	TOTAL
S-8	Install, operate, and remove dewatering system as necessary to install shoring and construct the lift station structure.	LS	1.00	\$318,490.00	\$318,490.00
TOTAL ESTIMATED PRICE FOR THIS CHANGE ORDER:					\$318,490.00

This document shall become an amendment to the Contract and all provisions of the Contract will apply hereto. This Change Order constitutes a complete and final resolution of all claims of the Contract for additional time or additional compensation related to or affected by work that is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

JUSTIFICATION:

No time extension was requested by the contractor for Contract Change Order No. 4.


Item S-8	In May 2017 a geotechnical study was performed to assess the subsurface conditions below the new lift station site. The geotechnical engineering consultant completed two exploratory borings within the footprint of the proposed lift station site, and hit refusal at a depth of 27.25' below ground surface (BGS) in both borings. Groundwater was not found during exploratory boring excavation activities. Since no groundwater was discovered during the exploratory borings, the contract and bid documents were prepared based on conditions found in the field in May 2017. The geotechnical report, documenting no groundwater was found to a depth of 27 feet BGS at the project site, was included as an appendix to the bid documents and made available to all bidders during the bid advertisement period. The winter of 2021-22 has been unusually dry, so there was no indication that subsurface conditions would be substantially different than conditions found in May 2017. Pacific HydroTech prepared their bid based on the conditions documented in the geotechnical report. During installation of the shoring system groundwater was consistently observed in each beam-hole location (total of 22 beam-holes) at a depth of approximately 21 feet BGS. Portions of the shoring system were designed to be installed to approximately 37 feet BGS. The lift station foundation was designed to be constructed at approximately 27 feet BGS. Groundwater now found at the site has interfered with completion of the shoring installation and will prevent constructing the lower half of the lift station in a dry condition. Pacific HydroTech has engaged Rain-For-Rent, a dewatering system supplier, to prepare a dewatering plan that would be installed and operated during construction of the lift station foundation, floor and walls. The proposed dewatering system includes (4) dewatering wells with submersible pumps and discharge piping. This change order includes all of the work necessary for Pacific HydroTech to successfully install, operate, and remove a dewatering system as necessary for construction of the lift station. The contact change order for \$318,490.00 includes all extra work of any nature associated with dewatering the project site as necessary to enable construction of the proposed improvements.
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CONTRACT VARIANCE SUMMARY

CCO #	Amount	%	Time Working Days	Date Approved
1	\$9,359.75	0.18%	45	5/5/2021
2	\$130,394.49	2.50%	84	6/9/2021
3	\$28,082.74	0.54%	0	6/23/2021
4	\$318,490.00	6.12%	0	6/24/2021
Total	\$486,326.98	9.34%	84	Number of days impacting the schedule.
Original Contract Amount:		\$5,208,096.00	Revised Contract Amount: \$5,694,422.98	
Date Started: 01/4/2021		Original Completion Date:	2/8/2022	Revised Completion Date: 6/9/2022


AUTHORIZATION BY CITY:

Recommended for approval by:

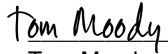
 _____ Date: 6/25/2021
Steve Patterson
Consultant Construction Manager

 _____ Date: 6/25/2021
Gull Nawaz
Project Manager

Approved by:

 _____ Date: 6/25/2021
Vernon R. Weisman, P.E.
District Engineer


 _____ Date: 6/25/2021
Savat Khamphou
Acting Public Works Director & City Engineer

 _____ Date: 6/25/2021
Tom Moody
DWP General Manager

ACCEPTANCE BY CONTRACTOR:

We, the undersigned Contractor, have given careful consideration to the above described changes and/or extra work and hereby agree that said work is the subject of this Change Order. Quantities of items other than Lump Sum are not to exceed the amounts indicated.

Accepted by: Greg Chehey Title: Project Manager
(Please print name and title)

Signature:  _____ Date: 6/25/2021



PACIFIC HYDROTECH CORPORATION
314 E. 3RD ST, PERRIS, CA 92570
(951) 943-8803 FAX (951) 943-1093

June 23, 2021

City of Corona
755 Public Safety Way
Corona, CA 92880

Attn: Vernon Weisman

Reference: WRF-3 Lift Station Project
Project No. 2018-11

Subject: Lump Sum Proposal for Dewatering – Revised (R4R Markup & Sales Tax)

PHC is please to offer the following lump sum cost proposal for dewatering to allow for excavation, shoring and construction of the cast in place sewer lift station structure. This plan has considered dewatering of existing groundwater to approximately 32ft below ground level or elevation 773.0 by use of four (4) dewatering wells (three new and one existing) and two (2) sumps for nuisance water within the excavation as needed.

The three (3) new dewatering wells will each be approximately 60ft deep and located near to center of shoring and no closer than 10ft from shoring beams on the north, east and west sides of the structure. Each dewatering well will have 10” casing and gravel like the existing well. Submersible pumps will discharge into common header with flow meter that will terminate in a desilting tank for discharge either into the WRF3 plant at existing “detention basin” or to the adjacent grass field considering that the existing plant may not be able to accept the full flow from dewatering. All submersible pumps (including those for nuisance water) will be either 240v or 110v single phase and this proposal assumes that we have use of temporary power provided by the Owner at no cost to PHC.

Test Well Installation.....	\$39,440.00
Test Well Development.....	\$8,790.00
Install Dewatering and Develop Wells	\$120,420.00
Maintain Dewatering	\$132,120.00
Remove Dewatering.....	<u>\$17,720.00</u>
LUMP SUM PRICE	\$318,490.00

The following are the timelines assumed as part of this proposal:

- Assume Change Order Acceptance and Notice to Proceed by June 25, 2021
- Drill Dewatering Wells and setup pumping systems to commence week of June 28th
- Develop Dewatering Wells (estimate 2-4 weeks) through Mid to End of July
- Potential for excavation and continued shoring to work concurrent with well development.
- Estimate Commencement of concrete formwork to base week of August 2nd, or possibly sooner depending on well development.

Note that the schedule for this work is dependent upon well development and lowering of groundwater level which are a function of the subsurface conditions and cannot be predicted with certainty. Therefore, this proposal assumes that we will evaluate the completion schedule again once we have the subgrade dewatered and ready for construction of the lift station base pad to determine if further extension of the contract completion date is justified.



PACIFIC HYDROTECH CORPORATION
314 E. 3RD ST, PERRIS, CA 92570
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PHC Groundwater Cost Proposal (Rev. A) - Page 2
June 23, 2021

Notes:

- The Test Well Installation number is based upon the lump sum price for McMahon to drill the test hole as previously quoted. We have confirmed with McMahon that this same price can be used for the three (3) new deeper holes.
- Proposal numbers for Test Well Installation and Test Well Development were broken out to reflect first the effort required to establish the test well (drilling, casing, pumping and piping, etc.) followed by the monitoring, pump change and equipment rental through the end of June. Ongoing rental cost for test well pumping is covered in the "maintain dewatering" lump sum cost.

Additional Conditions:

- Upon completion of dewatering and removal of all pumps and piping, all wells will be removed to 5ft +/- below grade and abandoned in place with PVC casing either removed or filled with rock.
- Discharge of groundwater will be onsite by utilizing both the existing WRF3 detention basin and the adjacent grass field. This proposal does not include any groundwater treatment beyond desilting and does not include any disposal beyond the site as indicated herein.

Sincerely,

Greg Chehey
Pacific Hydrotech Corporation

Att: Cost Breakdown (Revised w/5% Markup for Sub Work and Sales Tax on R4R Purchase Items)

PHC Job: C2024
WRF3 Lift Station

DEWATERING PROPOSAL
Dewatering Summary

Printed: 6/23/2021

	Raw Numbers	Rounded for Proposal
Test Well Installation	39,444.19	39,440.00
Test Well Development	8,787.91	8,790.00
Install Dewatering	120,415.34	120,420.00
Maintain Dewatering	132,120.59	132,120.00
Remove Dewatering	17,723.93	17,720.00
	<u>318,491.97</u>	<u>318,490.00</u>

Rain for Rent Invoice (PO)			TOTAL			
Invoices						
Light Tower Rental			670.84			
DV100C Pump Rental			130.00			
Services:						
Delivery 4/26-4/27			1,233.38			
Delivery 5/19-5/21			1,642.40			
Est. Services			350.00			
Sold Materials:						
10" Casings			2,738.47			
Gravel			1,721.34			
Fees and Taxes:						
Environmental Fee			89.54	15%	1%	
Taxes			799.81			
			<u>9,375.78</u>	Markup	Bonds	
				1,406.37	93.76	10,875.90
Rain for Rent Invoice (Sub)			TOTAL			
Install 4/26-4/27			1,928.50	5%	1%	
Install 5/19-5/21			4,726.00			
			<u>6,654.50</u>	Markup	Bonds	
				332.73	66.55	7,053.77
McMahon Drilling			TOTAL			
Drill Test Well			15,741.18	5%	1%	
			<u>15,741.18</u>	Markup	Bonds	
				787.06	157.41	16,685.65
Pacific Hydrotech			TOTAL			
Labor:						
Foreman	93.50	16.00 hrs	1,496.00			
Laborer	72.75	4.50 hrs	327.38			
Equipment:						
Job Truck	39.12	16.00 hrs	625.92			
Backhoe	46.69	8.00 hrs	373.52			
Materials:						
Pipe and Fittings	1,340.00	1.00 LS	1,340.00	15%	1%	
			<u>4,162.82</u>	Markup	Bonds	
				624.42	41.63	4,828.87
			<u><u>35,934.28</u></u>			<u><u>39,444.19</u></u>
						39,440.00

PHC Job: C2024
 WRF3 Lift Station

DEWATERING PROPOSAL
 Test Well Development

Printed: 6/23/2021

Rain for Rent Invoice

TOTAL

Invoices

Rental Mtl per Estimate 945486 (thru 5/24/21)
 Rental Mtl per Estimate 957973 (thru 5/24/21)

	1,867.06				
	316.67				
	<u>2,183.73</u>	15%	1%		
7.75% Sales Tax	169.24	Markup	Bonds		
	<u>2,352.97</u>	352.95	23.53		2,729.44

McMahon Drilling

TOTAL

Drill Test Well

	-	5%	1%		
	<u>-</u>	Markup	Bonds		
	-	-	-		-

Pacific Hydrotech

TOTAL

Addl Rain for Rent

Rental 2,400.00 1.00 LS 2,400.00
 Labor:
 Foreman 93.50 16.00 hrs 1,496.00
 Laborer 72.75 4.50 hrs 327.38
 Equipment:
 Job Truck 39.12 16.00 hrs 625.92
 Backhoe 46.69 8.00 hrs 373.52

	<u>5,222.82</u>	15%	1%		
		Markup	Bonds		
		783.42	52.23		6,058.47
	<u>9,928.75</u>				<u>8,787.91</u>
					8,790.00

Rain for Rent Install (PO)	Unit Cost	Units	UM	TOTAL				
Delivery	3,664.20	1.00	LS	3,664.20				
Services and Fees	813.00	1.00	LS	813.00				
Well Development	1,900.00	1.00	LS	1,900.00				
One Time Sale	16,289.95	1.00	LS	16,289.95				
				<u>22,667.15</u>	15%	1%		
				7.75% Sales Tax	<u>1,756.70</u>	Markup	Bonds	
					24,423.85	3,663.58	244.24	28,331.67

Rain for Rent Install (Sub)	Unit Cost	Units	UM	TOTAL				
Install Labor	15,916.00	1.00	LS	15,916.00				
				<u>15,916.00</u>	5%	1%		
					Markup	Bonds		
					15,916.00	795.80	159.16	16,870.96

McMahon Drilling (Install)				TOTAL				
Drill Dewatering Wells	15,741.18	3.00	EA	47,223.54				
				<u>47,223.54</u>	5%	1%		
					Markup	Bonds		
					47,223.54	2,361.18	472.24	50,056.95

Pacific Hydrotech (Install)				TOTAL				
Addl for Electrical Spider Boxes, Etc.	1,500.00	1.00	LS	1,500.00				
Labor:								
Foreman	93.50	40.00	hrs	3,740.00				
Operator	93.50	40.00	hrs	3,740.00				
Laborer	72.75	40.00	hrs	2,910.00				
Equipment:								
Job Truck	39.12	40.00	hrs	1,564.80				
Backhoe	46.69	40.00	hrs	1,867.60				
Reach Fork	71.59	40.00	hrs	2,863.60				
Materials:								
Pipe and Fittings	3,500.00	1.00	LS	3,500.00				
				<u>21,686.00</u>	15%	1%		
					Markup	Bonds		
					21,686.00	3,252.90	216.86	25,155.76
				<u>133,673.25</u>				<u>120,415.34</u>
								120,420.00

DEWATERING PROPOSAL
Maintain Dewatering

Rain for Rent Maintain (PO)	Unit Cost	Units	UM	TOTAL				
Rental Subtotal	10,173.74	5.00	CYCLES	50,868.70				
				<u>50,868.70</u>	15%	1%		
			7.75%	Sales Tax	<u>3,942.32</u>	Markup	Bonds	
				<u>54,811.02</u>	8,221.65	548.11		63,580.79
Rain for Rent Maintain (Sub)	Unit Cost	Units	UM	TOTAL				
Weekly Inspections	2,712.00	5.00	CYCLES	<u>13,560.00</u>				
				<u>13,560.00</u>	5%	1%		
					Markup	Bonds		
					678.00	135.60		14,373.60
McMahon Drilling				TOTAL		5%	1%	
				<u>-</u>	Markup	Bonds		
					-	-	-	-
Pacific Hydrotech (Maintain)				TOTAL				
Daily Monitoring	7,511.20	5.00	CYCLES	37,556.00		15%	1%	
Ongoing Maintenance	1,827.80	5.00	CYCLES	<u>9,139.00</u>				
				<u>46,695.00</u>	7,004.25	466.95		54,166.20
				<u><u>169,877.05</u></u>				<u><u>132,120.59</u></u>
								132,120.00

Rain for Rent (Remove)	Unit Cost	Units	UM	TOTAL				
Pickup	794.60	1.00	LS	794.60				
				794.60		15%	1%	
				61.58	7.75% Sales Tax	Markup	Bonds	
				856.18		128.43	8.56	993.17
Rain for Rent (Remove)	Unit Cost	Units	UM	TOTAL				
Removal Labor	6,291.00	1.00	LS	6,291.00		5%	1%	
				6,291.00	Markup		Bonds	
					314.55		62.91	6,668.46
McMahon Drilling (Remove)				TOTAL				
	-	-		-	Markup	5%	Bonds	1%
					-	-	-	-
Pacific Hydrotech (Remove)				TOTAL				
Addl for Electrical								
Demo Electric	1,500.00	1.00	LS	1,500.00				
Labor:								
Foreman	93.50	16.00	hrs	1,496.00				
Operator	93.50	16.00	hrs	1,496.00				
Laborer	72.75	16.00	hrs	1,164.00				
Equipment:								
Job Truck	39.12	16.00	hrs	625.92				
Backhoe	46.69	16.00	hrs	747.04				
Reach Fork	71.59	16.00	hrs	1,145.44				
Materials:								
Misc.	500.00	1.00	LS	500.00	Markup	15%	Bonds	1%
				500.00	1,301.16		86.74	10,062.30
				8,674.40				
				16,677.76				17,723.93
								17,720.00

1036-IND-962890

Quotation Developed Especially for:

greg chehey
PACIFIC HYDROTECH CORPORATION
314 E 3RD STREET
PERRIS, CA 92570
Phone: 951-943-8803

Prepared on 6/17/2021 by:

Jeremy Mattson
Cell:
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-962890

Prepared By: Jeremy Mattson

Job Description:

Customer has requested additional dewatering based on current field conditions to lower the groundwater table. Current flow rate at test pump is approx. 85gpm. Discharge to RFR provided box approximately 250ft away from excavation. Quote for 1 cycle

Customer: PACIFIC HYDROTECH CORPORATION

Customer ID: 107599

Address: 314 E 3RD STREET

City/State: PERRIS, CA 92570

Contact: greg chehey

Office: 951-943-8803

Fax:

Location:

WRF 3, Temescal Canyon and Cajalco, Corona CA

Rental Sub Total: \$12,073.74

Sale Sub Total: \$16,289.95

Sub Total: \$28,363.69

Recommended Optional Items - Rental: \$0.00
Recommended Optional Items - Sales: \$2,712.00
Does not include sales tax

Accept/Decline:

Initial:

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: \$1,594.47

Est. Delivery Hauling	\$3,664.20
Est. Pick-up Hauling	\$794.60
Est. Install Labor	\$15,916.00
Est. Removal Labor	\$6,291.00
Est. Services	\$450.00
Est. Air Quality Fee	\$0.00
Est. Rev Air Quality Fee	-\$0.00
Est. Enviro Recovery Fee	\$363.00
Est. Rev Enviro Recovery Fee	-\$0.00

(Does Not Include Sales Tax)

Grand Total: \$55,842.49

Date Prepared: 6/17/2021

Valid Until: 7/17/2021

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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Quotation Number: 1036-IND-962890

Application: dewatering Materials: ground water Flow: 255gpm (estimated) Suction Lift: NA

Friction Loss: 35ft (estimated) Static Head: 60ft

*Rain for Rent Cycle = 28 Days.

This quotation is a PREVAILING WAGE job.

Customer has requested additional dewatering based on current field conditions to lower the groundwater table. Current flow rate at test pump is 85gpm. Discharge to RFR provided box approximately 250ft away from excavation.

Quote includes up to 3 additional 60ft wells worth of equipment and 2 nuisance water wells.

Quote for 1 cycle.

Week rate \$5,086.87 Cycle rate \$10,173.74
Two Days Well Development \$1,900.00
One-time sale \$16,289.95



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OPTIONAL PRODUCTS

Est. weekly site inspection cost. 4 inspections per cycle

Optional Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
4	Each	M140	Est. weekly Site Inspection (2 hours drive-time and up to 4 hours on-site max - std time) to bill t&m	\$678.00	\$2,712.00

Sale Sub Total: \$2,712.00

Optional Total: \$2,712.00



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Quotation Number: 1036-IND-962890

Statement of Work

Background:

Customer requires a deep well dewatering system to remove groundwater. Per the customer's request this quote reflects (3) additional deep wells along with (2) well sumps. Groundwater was encountered at depths of approximately 20 feet below the existing ground surface. The excavation to be dewatered is 42' x 50' x30' deep with the desired dry-depth of approx 32' below grade (773' elev). The subsurface soils per the geotech and on-site exploration are presumed to sandy.

A test well was installed at the site to a depth of approx 55', fitted with a 10" casing, and 2HP pump. The pump is currently maintaining a water level within the well of 45' below grade at a flow-rate of approx 85 gpm. There are also (2) existing non-pot wells at the site pumping at a combined flow-rate of 350 gpm +/- . These wells are 110' +/- to 130' +/- deep and maintain a water level within each well of 50' +/- below grade.

Scope:

Rain for Rent will provide labor and equipment necessary to deliver, install, remove, and demobilize the dewatering system products except for exclusions listed herein. Rain for Rent will provide and install manifolds, hoses and connections between Rain for Rent products. Rain for Rent will providing casing and rock (4) 50 to 60 foot +/- deep wells (1 well is existing and is in service), or until refusal. Each well will utilize a 10" casing provided by Rain for Rent, will be fitted with a submersible pump, and will utilize 55LF of 2" pvc each tying into a 4" common header pipe discharging to nearby weir tank provided by Rain for Rent (tank is approx. 250' from the dewatering system). Rain for Rent has also supplied a flow-meter and an additional 250LF of hose/pipe to discharge from the well header to the RFR provided box. Discharge location is unknown at this time.

Rental rate provided based upon a project duration of 1 cycle (28 days).

Permit and any treatment (beyond a weir tank) is to be provided by others.

Customer to sign transfer of operation form prior to starting the dewatering system.

Quote includes all costs for equipment currently onsite, to be a complete system.

Operating Parameters:

Due to the lack of a pump test, only estimated flow-rates can be provided. The system is designed to operate at an estimated flow rate of 90-382 gpm +/- (estimated provided in bid documents)

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.



Rental/Sale Quotation

Riverside

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Phone: 951-653-2171
Fax: 951-656-1926

Quotation Number: 1036-IND-962890

- RFR to supply (2) additional sub pumps with 50LF of hose for "in excavation" pumping

Time and Material Rates - Portal to Portal:

- Labor and equipment costing contained in this estimate is based upon good faith consideration. This project will be billed Time and Material

Customer Responsibilities:

- Provide surface water control measures, if required
- Provide supplemental ditches and sumps for "as encountered" dewatering, if required
- Piece of equipment to help set the submersible pumps inside the casings, if required
- On-site monitoring/reporting (ie submit flow measurements daily, etc.)
- Customer to provide well drilling and to dispose of all on-site spoils
- Well abandonment
- Provide all required power/maintenance of Rain for Rent supplied equipment.
- Provide backup power system with transfer-switch, if required
- Supply all required water
- Obtaining and clearing the right of way for installation of wells and pump locations.
- Supply adequate staging areas for equipment and access to the area of work.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
- Dedicated equipment with operator and fuel to perform unloading/pump set/pump remove activities.
- Provide the following fueling, filter changes, and lubricating oils as needed for project operation.
- Perform all trenching/plating overtop Rain for Rent equipment, if required
- 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.
- Provide any needed vehicular or pedestrian traffic control, site security and the modification or alteration of any permanent structure or site element, including any needed suction pits, pump pads, and discharge locations.
- All waste materials on associated with this system.
- Any fees associated with disposing of contaminated products.
- Dig alert
- Potholing, if required
- Hauling of groundwater, if required
- Customer to designate discharge of water from RFR provided tank- additional hose may be required.

Rain for Rent Exclusions:

- Rain for Rent will not operate or monitor the system. The customer is responsible for the on-site management and operation of the system.
- All required surveying and ground settlement
- Water treatment and filtration required beyond a weir tank
- Permits
- Compliance with unknown discharge requirements.



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Quotation Number: 1036-IND-962890

Additional Information

Draw-down times vary, but is typically 2-4 weeks. Please note due the presence of clay/silts/bedrock "as encountered" dewatering methods may be required to help with the dewatering process. Also, clay/silt/bedrock can drastically increase the required draw-down times.

Customer is responsible for damage caused by reactive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. All material that comes in contact with Rain for Rent equipment including media and generated water is the responsibility of Customer as generator. Rain for Rent shall not be responsible for any fines or sanctions as a result of Customer's use of the equipment. Rain for Rent will not be held responsible for damages to current landscape including but not limited to irrigation systems, vegetation, decorative stones, walkways, bike paths, bridges etc.

Rain for Rent carries top quality spill containment products and system backup components. We recommend spill containment and 100% backup systems on any high stakes projects.

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.

Notify Rain for Rent immediately to report any incidents or pumping system malfunction. Rain for Rent keeps staff on call at all times to address and assist with issues

Please note:

- Equipment rental of deep well pumps begins once pumps are turned on, and terminates once equipment is no longer needed and called off of rent.
- Equipment rental of nuisance water pumps begins once pumps/hose/panels are delivered, and terminates once equipment is no longer needed and called off of rent.
- Equipment not suitable for rent to another customer will remain on rent or be repaired at customer's expense.
- Standby time / dry run charge at T and M rate will apply if the job site is not accessible at the agreed time.
- Use and sales tax, fuel surcharge, environmental fees - not included.



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-962890

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.

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.