### 1027-IND-962104

# **Quotation Developed Especially for:**

Himanshu Mehta Indian River County- Solid Waste Disposal 1325 74th Avenue SW Vero Beach, FL 32968 Phone: 772-238-6391

## Prepared on 6/8/2021 by:

David Gilmer Cell: 205-388-3908 2330 Burnt Wood Dr Kennesaw GA 30152 Phone: 678-594-6601 Fax: 678-594-6605

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#### **Rental/Sale Quotation**

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2330 Burnt Wood Dr Kennesaw GA 30152 Phone: 678-594-6601 Fax: 678-594-6605

Quotation Number: 1027-IND-962104 Prepared By: David Gilmer

Job Description:

Tanks, Spill Containment and hoses to manifold tanks together to store Leache.Customer will be responsible for ensuring equipment has been empty, washed out, free of debris and liquid prior to release and pick up.

Customer: Indian River County- Solid Waste Disposal Customer ID: 7092248

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Address: 1325 74th Avenue SW City/State: Vero Beach, FL 32968 Contact: Himanshu Mehta Office: 772-238-6391 Fax:

Location:

Vero Beach, FL.

Rental Sub Total: \$5.628.88

Sub Total: \$5,628.88

Recommended Optional Items - Rental: \$0.00 Recommended Optional Items - Sales: \$0.00 Does not include sales tax	Est. Delivery Hauling Est. Pick-up Hauling	\$0.00 \$0.00
Accept/Decline: Initial:	Est. Install Labor Est. Removal Labor	\$3,532.00 \$3,532.00
By checking Accept and initialing customer is acknowledging that the additional cost for the above items will be added to the grand total.	Est. Services Est. Air Quality Fee Est. Rev Air Quality Fee	\$0.00 \$0.00 -\$0.00
Rental Protection - RPP: \$788.04	Est. Enviro Recovery Fee Est. Rev Enviro Recovery Fee	\$168.00 -\$0.00

(Does Not Include Sales Tax)

## Grand Total:

Valid Until: 7/8/2021

\$12,860.88

Date Prepared: 6/8/2021

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** 

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 BY CONTRACT.

Initial here:

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Materials: Leache

\*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
2	Each	28 Day	+560205	Tank Bilevel Uncoated	\$34.00			\$1,904.00
2	Each	28 Day	725882	Gauge Tank Clock W/Drop Tube Float	\$4.48			\$250.88
2	Each	28 Day	+670555	Spillguards 10'X50'X1'	\$24.00			\$1,344.00
1	Each	1 *Cycle	+811010	Pump Trash 4" DV100 SD	\$226.54	\$407.78	\$1,101.00	\$1,101.00
1	Each	1 *Cycle	325309	Adapter 4" Bauer Ball x Flange GALV	\$8.00	\$8.00	\$21.00	\$21.00
2	Each	1 *Cycle	325317	Adapter 4" Bauer Socket x MNPT GALV	\$8.00	\$8.00	\$21.00	\$42.00
1	Each	1 *Cycle	325710	Tee 4" Bauer Inlet GALV	\$14.07	\$14.07	\$38.00	\$38.00
1	Each	1 *Cycle	325313	Tee 4" Bauer GALV	\$14.07	\$14.07	\$38.00	\$38.00
2	Each	1 *Cycle	325316	Adapter 4" Bauer Ball x MNPT GALV	\$8.00	\$8.00	\$21.00	\$42.00
6	Each	1 *Cycle	722888	Hose 4"x20' HD Tank Truck Bauer	\$39.00	\$39.00	\$106.00	\$636.00
2	Each	1 *Cycle	722934	Hose 4"x20' HD Tank Truck Camlock 150#	\$39.00	\$39.00	\$106.00	\$212.00

#### Rental Sub Total: \$5,628.88

#### Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
2	Each	M240	Delivery hauling from Lakland fl to Vero beach billed at \$215 per hour portal to portal	\$0.00	\$0.00
2	Each		Return hauling from Vero beach to Lakland FL billed at \$215 per hour portal to portal	\$0.00	\$0.00

Sale Sub Total:

Sub Total: \$5,628.88

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**Rental/Sale Quotation** 

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#### **Statement of Work**

#### <u>Background:</u>

Tanks, Spill Containment and hoses to manifold tanks together to store Leachate. Customer will be responsible for ensuring equipment has been empty, washed out, free of debris and liquid prior to release and pick up.

#### Scope:

Rain for Rent will deliver, rent, install, remove and pick up the items requested by customer. Customer will be responsible for ensuring equipment has been empty, washed out, cleaned, free of debris and liquid prior to release and pick up. RFR will provide 2 tanks with containment and level gauges to be manifolded together on front and back. RFR will provide a 4" flange connection on the back of the tanks for customer to tie their pipe too. On the front of the tanks there will be a manifold together with a 4" pump to pull from the tanks to pump into a tanker truck. Pumps will be delivered with 3/4 tank of fuel if pumps are returned with less than 3/4 of a tank a fuel charge will be added to the final invoice. Quote rate is based off a 6 month rental. If rental is less then 6 months all rates will be billed at normal rates.

#### **Operating Parameters:**

Rain for Rent has provided this proposal for equipment as requested and without design criteria or requirements.

#### **Estimated Duration:**

For the quoted items, Rain for Rent requires a signed quote not less than 10 days prior to delivery.

#### **Rain for Rent Responsibilities:**

Provide labor and equipment necessary to perform one (1) unimpeded delivery & return trip per tank to site.

#### <u>Customer Responsibilities:</u>

- Provide all needed cleaning and flushing of tank prior to pick up.

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

- Provide suitable, safe access and laydown location for the equipment being delivered. Tank delivery requires DOT minimum height / width clearance.

- Protect equipment from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage.

- Provide traffic control if required.

#### Rain for Rent Exclusions:

- All design input and services. This system is provided as per customer provided information.

- Compliance with unknown discharge requirements.

Equipment availability is not guaranteed if equipment is not available at time of order additional freight charges could apply and will be quoted at that time."

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### Additional Information:

Rain for Rent has put the following **S**tandard **O**perating **P**rocedures in place to protect our customers and all involved in the rental of a tank. They are required without exception. **Upon delivery** 

- Please inspect the tank for function and cleanliness.
- You have the option to have the tank Pre-cleaned at your expense.
- You have the option to refuse the tank if it is found to be Unsatisfactory. (We would appreciate the opportunity to rectify the issue)
- Once you take delivery of the tank it is "as is" and you have accepted responsibility to return the tank in the condition described below. Unsatisfactory. (We would appreciate the opportunity to rectify the issue)

### Once you are finished;

The tank must be empty and clean **PRIOR** to release from rent. This includes the

Inside of the tank. The exterior of the tank and all piping inside and outside of the tank.

- We ask that all hatch doors, fill tube caps and valves must be opened by the customer for inspection.
- Rain for Rent personnel will not open a hatch or valve once the tank has been in

Your possession. This is for obvious safety reasons as we cannot safely determine the state of the tank without unfettered access. An accidental product release is in no ones best interest.

 If you leave the site before the tank/s can be picked up please leave the hatches

Un- bolted but closed to keep potential rain water from entering the tank.

- A dry run charge is likely if an inspection cannot be performed.
- The tank must be free from product inside and out.

**Clean means**: free from residual product and debris. No liquid, solids or residue Should be present in the tank - a visual inspection will be performed by the driver along with your personnel if they are available. **Note: We highly recommend that you have a representative on site during the inspection**. Tanks found to





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be in any other condition by the Driver will not be picked up - a dry run charge will be likely.

Every attempt will be made to contact you to remedy the situation. If you do not agree with the driver's Assessments of the tank condition please call the office or your salesman. Our drivers are only doing their jobs as they are told.

To Release the tank please call **678-594-6601** for a release number - this is your protection as proof of the call to stop rent.

### We appreciate your business!



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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.

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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.

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## **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 RPPP Agreement shall supplement the MSRA 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.

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