

Custom Estimate Developed Especially for:

Dave Gromm
City Of Pacifica
170 Santa Maria Ave 1800 Fran
Pacifica, CA 94044
Phone: 650-738-4663
Fax: 650-355-7256

Prepared on 2/3/2011 by:

Pablo Cazarez
Cell: 925-250-5879
5301 Live Oak Avenue
Oakley, CA 94561
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www.rainforrent.com



All estimates are Time and Materials unless stated otherwise in the Additional Specifications section of this document.



Rain
for
Rent Bay Area

Rental Estimate

www.rainforrent.com

5301 Live Oak Avenue
Oakley, CA 94561
Phone: 925-679-2803
Fax: 925-679-2839

Estimate Number: 10-045-376529

Prepared By: Pablo Cazarez

Customer: City Of Pacifica

Customer ID: C97553

Address: 170 Santa Maria Ave 1800 Fran

City/State: Pacifica, CA 94044

Contact: Dave Gromm

Office: 650-738-4663

Fax: 650-355-7256

Job Description:

Emergency Bypass Plan

Linda Mar Pump Station-Plan A for dry weather

Pumps will be in front of pump station. The system will have to be surcharged to 12'.

Location:

City of Pacifica

495 Linda Mar Blvd

Pacifica, CA

Rental Sub Total: \$5,158.00

Sub Total: \$5,158.00

*The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application, Invoice and this estimate 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.

*Payment terms are net 30 days from invoice date. A 1.5%month late charge will be made on any past due invoices.

*Estimate is valid for 30 days and is subject to credit approval.

*Availability subject to change without notice.

*This is a Time & Material estimate. Customer will be invoiced actual time and equipment usage.

Est. Delivery Hauling	\$1,100.00
Est. Pick-up Hauling	\$1,100.00

Est. Install Labor	\$0.00
Est. Removal Labor	\$0.00

Est. Additional Services	\$103.75
Est. Fuel Surcharge	\$352.00

(Does Not Include Sales Tax)

Estimate Total: \$7,813.75

Date Prepared: 2/3/2011

Valid Until: 3/05/2011

Customer

Date

Revision 1

By signing this estimate, customer represents that customer has read and agreed to all terms of this estimate, including those on Terms & Conditions page and those on the Additional Specifications page (if applicable).



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Estimate Number: 10-045-376529

Application: Temporary Bypass Materials: Sewage Flow: 1050 GPM Suction Lift: 12' Static Head: 93'

*Rain for Rent Cycle = 28 Days.

This estimate is a PREVAILING WAGE job.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 *Cycle	+811025	PUMP-TRASH DV150i TRLR W/FLOATS (PRIMARY)	\$0.00	\$0.00	\$2,202.00	\$2,202.00
1	Each	1 *Cycle	+811025	PUMP-TRASH DV150i TRLR W/FLOATS (BACK-UP)	\$0.00	\$0.00	\$1,656.00	\$1,656.00
2	Each	1 *Cycle	722554	HOSE-SUC PVC CAMxCAM 6x20	\$0.00	\$0.00	\$89.00	\$178.00
5	Each	1 *Cycle	722987	HOSE-HD TANK TRK CAM 6x20 75#	\$0.00	\$0.00	\$198.00	\$990.00
2	Each	1 *Cycle	725096	VALVE-GATE 6 OS&Y 722G	\$0.00	\$0.00	\$60.00	\$120.00
1	Each	1 *Cycle	720741	TEE-IND-GRV 6 CST-STL 20	\$0.00	\$0.00	\$12.00	\$12.00

Rental Sub Total: \$5,158.00

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Additional Specifications

All labor involved will be billed for Time & Materials and will be calculated once project is complete. No estimates can be provided in regards to labor due to unknown parameters in reference to time of day, day of week and hours on site in which emergency bypass will occur.

Rain For Rent can install temporary bypass for a charge of \$82.50 per hour per man straight time and \$123.75 O/T.

Diesel fuel and fueling of the pump(s) will be the responsibility of the customer. Pump will be delivered with approximately a 1/4 full and should be returned with the same amount.

Linda Mar Pump Station has a 16" flange in place which RFR will connect to in an event of an emergency.

Diesel Fuel, if provided by Rain for Rent, will be at cost of the fuel plus 10%.

Important note regarding traffic control

The City of Pacifica will be responsible for any and all traffic control necessary to protect hose and to divert traffic flows during and after installation of the temporary bypass.

This traffic control includes, but is not limited to , flaggers, cones, signs and barricades necessary to maintain visibility of the temporary hose route and protect the hose and road crossing from vehicular damage.

Important note regarding Plan B

Plan B requires that the City of Pacifica assess the situation and contact Rain For Rent on the system that will they will use in the event of an emergency.

Flow rates listed were provided by the city of Pacifica.



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Terms & Conditions

Additional Terms

1. A cycle is defined as 4 weeks. A week is defined as one third of a cycle and a day is one third of a week. Customers will be invoiced at the appropriate cycle, weekly or daily rate based on actual equipment usage except for filtration, pipe, hose and fittings which will be billed at the cycle rates only and will not be pro-rated.
2. The rental rate for pumps and equipment with hour meters are based on an 8 hour day or 48 hour running week. The rental rate will be multiplied by 1.5 for greater than 8 hours per day or 49-96 operating hours per week and multiplied by 2.0 for more than 16 hours per day or 96 operating hours per week. Customer will be invoiced for 24 hours per day if the hour meter has stopped functioning.
3. Overtime will be invoiced at 1.5 times the regular rate for work occurring outside of normally scheduled business hours and 2.0 times the regular rate for work occurring on company recognized holidays.
4. Customer will authorize and pay for any changes to work scope including but not limited to schedule changes, material, labor, third party, permit, fee or service costs. It is the Customer's responsibility to cooperate in the timely processing, approval and payment of any charges within Rain For Rent's invoice terms.
5. Customer is responsible to determine the suitability of equipment for the application.
6. Delivery, Return, Installation and Removal costs are estimated. Customer will be invoiced for actual time. Transportation will be invoiced on a Portal to Portal basis.
7. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return.
8. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear. 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.
9. The Customer cannot alter the equipment without Rain For Rent's prior written approval.
10. Customer will provide "all risk" property insurance for rented equipment.
11. Customer will not allow any equipment to come in contact with any substance that will cause corrosion, damage or leakage.
12. The Customer assumes all risks of loss due to operation and use of the equipment.
13. Customer is responsible to obtain any permits, licenses, certificates, bonds and give all notices required by law.
14. The rental period begins the day the equipment is delivered and continues until returned to Rain For Rent's facility unless written confirmation of the release is provided to the Customer before that time.
15. Rental equipment must be returned to the renting Rain for Rent branch unless agreed to in writing before the rental period begins.
16. All material that comes in contact with Rain For Rent equipment including media 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.
17. The equipment is sold "AS IS, WHERE IS" in its present condition. Seller makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment. Buyer agrees that buyer has purchased the equipment based on his judgement and evaluation, without reliance upon any statements of representations of seller, and that seller is not responsible for any defects in its operation or for any repairs, parts or services, unless otherwise noted.
18. 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.
19. Customer will use the equipment in a careful and proper manner and in accordance with safety rules, industry standards, manufacturer's specifications, recommendations, regulations and applicable laws
20. Customer shall be responsible for environmental fees covering waste fluid, fuel, filter and other disposal costs.
21. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>
22. Customer shall pay Rain For Rent additional expenses caused by site, soil or underground conditions, including, but not limited to, rock formations, environmental conditions, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.
23. Customer shall be responsible for acquiring and paying for, if necessary, all public and private property easements required by the project.
24. The estimated labor component of this quote is based on non-prevailing wage rates. If prevailing wage laws are applicable, Customer must notify Rain For Rent in writing before Rain For Rent estimate completed. If Rain For Rent was not properly notified, Customer shall promptly pay any change orders that adjust wages to prevailing wage rates. Customer is responsible for providing applicable prevailing wage rates to Rain for Rent. Rain For Rent will provide certified payrolls on a bi-weekly basis if notified in writing 10 days before the start of the project.
25. Customer is prohibited from deducting retention from Rain For Rent invoices and charging Rain for Rent liquidated damages.
26. Customer is responsible for all routine maintenance including fuel, fluids, lubrication and filters every 150 hours on engine driven equipment. Rain For Rent will charge Customer for servicing any equipment that is on rent or returned that has not been serviced in 150 hours. Rain For Rent can provide field service upon request for an additional service charge. Rain For Rent must be notified 2 business days in advance to schedule required field service.
27. This estimate 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.
28. Customer is responsible to provide freeze protection for all equipment on site.
29. This estimate excludes any costs associated with ARRA (American Recovery and Reinvestment Act) reporting requirements that may be flowed down

to Rain For Rent.

- 30. Customer will be responsible for security, traffic control and road crossings. Traffic control shall meet all applicable Federal, State, and Municipal laws and regulations to assure a safe work environment.
- 31. Cold Weather Packages for tanks consist of up to 4 tank heaters and a submersible pump which is designed for use in a non-combustible or corrosive environment.
- 32. Tank heaters are operated on 120 volts, 12.5 amps each or 50 amps total. The submersible pump operates at 120 volts, 10 amps.
- 33. Customer is responsible for electrical connections and compliance with applicable permits, regulations and code requirements.
- 34. Tank Cold Weather Packages are not to be used in combustible or corrosive environments.
- 35. Tank Cold Weather Packages are a preventative measure that may keep fluids inside the tank from freezing. RFR will not guarantee fluids from freezing and any resulting damages.

Job Specific Terms

- 36. Customer is responsible for any certifications or permits required for the sewage bypass project.
- 37. Customer will provide written verification of maximum or peak flow rates and any additional wet weather flow rates additional charges will be incurred if flow rates are exceeded.
- 38. Rain for Rent recommends a 100% backup system including all components for any sewage pumping or piping project.
- 39. Customer is to supply contact names, phone numbers, and emergency contact number for job superintendent.
- 40. Rain for Rent will not operate or monitor the bypass system. The customer is responsible for the onsite management and operation of the system.
- 41. At no charge to Rain For Rent and at their request the Customer will supply equipment to complete onsite bypass installation, including but not limited to: forklift, crane truck, backhoe, vacuum truck, light towers, etc.
- 42. Customer will be responsible for providing a portable restroom and clean water on site.
- 43. Customer must supply clean water source for hydrostatic test.
- 44. The Customer will be responsible for any leakage from the bypass system.
- 45. Customer will be responsible for cleaning, pigging and flushing of Rain for Rent rental equipment with clean, chlorinated water and swab dry prior to equipment release and return to Rain for Rent.
- 46. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the bypass system can be made and to minimize service interruption.
- 47. Rain for Rent installation is limited to equipment set up, suction, discharge and pipeline assembly. All trenching, grading, trench plate and associated site construction is the responsibility of the customer.
- 48. On Call Maintenance Services: Rain For Rent employees on call twenty four (24) hours per day for maintenance of pumps. Customer's Project Manager, or assigned staff, will adjust speed and start standby pumps. Customer Project Manager to report any pumping malfunctions immediately to Rain For Rent on call maintenance staff.
- 49. Customer is responsible for site odor control and sand bagging storm drains.
- 50. Customer responsible for constructing pumping site location, suction and discharge pits to Rain For Rent's specifications.
- 51. Customer is responsible for spill prevention, control and countermeasure plan (SPCC).
- 52. Customer shall hold harmless, indemnify and defend Rain For Rent from any claims whatsoever, arising from or related to (A) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Customer's use of any Equipment or (B) any environmental statutory or regulatory compliance requirements applicable to any equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, ordinances, regulations, codes, or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. This indemnification shall survive the termination of the agreement.
- 53. At a minimum the flow rate, operating pressure, npshA and the desired operating parameters must be approved in writing by a Rain For Rent certified employee prior to pump delivery and operation.