

21) **Rental Agreement with Rain For Rent for Summerly 70-Acre Flood Storage Site Dewatering**

Approve and authorize the City Manager to execute a Rental Agreement with Rain For Rent for the Summerly 70-acre Flood Storage Site Dewatering in an amount not to exceed \$120,000.00 in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency of \$12,000.00 for unanticipated costs.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Rick De Santiago, Public Works Manager

Date: May 14, 2024

Subject: Rental Agreement with Rain For Rent for Summerly 70-Acre Flood Storage Site Dewatering

Recommendation

Approve and authorize the City Manager to execute a Rental Agreement with Rain For Rent for the Summerly 70-acre Flood Storage Site Dewatering in an amount not to exceed \$120,000.00 in such final form as approved by the City Attorney and authorize the City Manager to execute change orders not to exceed a 10% contingency of \$12,000.00 for unanticipated costs.

Background

Summerly Park and Parking Lot is experiencing flooding due to high water levels at the golf course surcharging out of park drains. The excess water has caused inconvenience and potential damage to these areas. The standing water has created a mosquito infestation within the Summerly community, which Vector Control has reported. The only way to alleviate this issue is to pump out the 70-acre flood storage site and into the wetlands. Pumping out this site will alleviate water levels at the golf course and restore proper drainage at the park.

Discussion

The Rental Agreement with Rain For Rent involves renting a dual pump system to transfer water from permanent basins to an existing 12-inch HDPE line located approximately 200 feet away from Summerly. The City will manually operate the pumps and effectively manage and distribute water resources as required.

The quote provided by Rain For Rent includes the following items:

- (2) 12-inch diesel-driven pumps

Rental Agreement with Rain For Rent

- 80 feet of 12-inch suction hose
- 400 feet of 12-inch HDPE pipe
- (2) suction screens
- (1) 12-inch x 6-inch HDPE saddle

The rental cost for this dual pump system is as follows:

- Week rate: \$27,157.46

Staff received two (2) quotes from reputable companies for the pricing on pond dewatering at Summerly. The amounts of each proposal are listed below:

Rain For Rent	\$27,157.46 (per week)
Sunbelt Rentals	\$29,635.46

Fiscal Impact

Funds are available in the Fiscal Year 23-24 Annual Operating Budget.

Attachments

Attachment 1- Rental Agreement



Rain For Rent
6400 Fischer Rd
Riverside, CA, 92507
951-653-2171
rainforrent.com
JMATTSON@rainforrent.com

CITY OF LAKE ELSINORE
Account: 107070
130 S MAIN STREET
LAKE ELSINORE, CA, 92530
Chris Erickson
951-674-5170
Cerickson@lake-elsinore.org

Dear Chris Erickson,

Thank you for your inquiry. As requested, please find attached our proposal 1036-IND-2119254 for Summerly Ponds Dewater. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Jeremy Mattson at 951-653-2171.

Thank you, and I look forward to working with you.

Regards,

Jeremy Mattson
JMATTSON@rainforrent.com
Mobile: 909-332-0316
Branch: 951-653-2171
6400 Fischer Rd
Riverside, CA, 92507



Rain For Rent
Sales Rep: Jeremy Mattson

CITY OF LAKE ELSINORE
Account: 107070
Proposal: 1036-IND-2119254

Project Name	Summerly Ponds Dewater	Jobsite	Summerly Ponds Dewater
Date Prepared	4/26/2024	Est. Delivery Date	4/30/2024
Prevailing Wage	Yes	Est. Completion Date	5/7/2024

Project Location

Diamond Lane
Lake Elsinore , ca

Project Description and Overview

PROJECT DESCRIPTION

Quote includes

(2) 12in diesel driven pumps
80ft 12in suction hose
400ft 12in HDPE
(2) suction screens
(1) 12in x 6in HDPE saddle
Misc. Elbows
Misc. HDPE fittings

Quoted as one week rental
Cycle rate \$12,734.05
Week rate \$6,367.16

Does not include applicable sales tax or services

PROJECT OVERVIEW

Customer has requested a dual pump system to transfer water from permanent basins to existing 12in HDPE line approx 200ft away. Suction lift is 15-20ft. Discharge flow is TBD. Pumps to be operated manually by city. 2 days install.
Quote for one week rental.

STATEMENT OF WORK

RFR Responsibilities & Scope of Work

Rain for Rent (RFR) will provide delivery, installation, removal, pickup of all quoted materials/equipment
Customer requires a two pump system to move water from onsite basins to existing 12in HDPE discharge line approximately 200ft away.
One pump will be placed on either side of existing pump station
Suction lift is between 15-22ft
Flow is TBD
Quote for one week rental
Sales tax is not included

Quote includes

(2) 12in diesel driven pumps
80ft 12in suction hose
400ft 12in HDPE
(2) suction screens
(1) 12in x 6in HDPE saddle
Misc. Elbows
Misc. HDPE fittings

Rain for Rent Responsibilities

Rain for Rent to deliver and pickup quoted equipment
Rain for Rent to install and remove quoted equipment (2 days install, 1 day removal)
Rain for Rent to provide one 12k reach lift

Proposal Number 1036-IND-2119254 Confidentiality Notice: This proposal and any associated document(s) are privileged and confidential and are intended for the sole use of the addressee(s). They cannot be used, circulated, duplicated, quoted, or otherwise referred to or disclosed to third parties for any reason without the written consent of an Officer of Western Oilfields Supply Company dba/Rain for Rent. If you have received this information in error, please immediately contact us at info@rainforrent.com.



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Rain for Rent to provide one 12in hdpe fusion machine

Rain for Rent Exclusions

Rain for Rent is not responsible for any discharge permits
Rain for Rent is not responsible for any spills or leaks
Rain for Rent is not responsible for operation of temporary system
Rain for Rent is not responsible for fueling of temporary system
Rain for Rent is not responsible for any erosion control or repair
Rain for Rent is not responsible for placing dirt over top of piping

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Reference Materials

Project is quoted based on applicable/customer provided reference materials noted below:
Site visit with Chris and team

Customer Responsibilities

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

Jobsite:

Customer is responsible for:

1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
4. Any damage to the environment including trees, vegetation, stream banks, or any other part of the site caused by the installation, removal, construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.
5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

System:

1. RFR will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, relocating, cleaning, and reloading of provided equipment/system. Equipment must be capable of lifting 12000Lbs.
2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup.
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement.
5. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

Customer is responsible for:

1. Any work in confined spaces.
2. Protecting system from damage. Equipment stays on rent until it can be returned.
3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.
4. Customer is responsible for any discharge permits
5. Customer is responsible for any spills or leaks
6. Customer is responsible for operation of temporary system
7. Customer is responsible for fueling of temporary system
8. Customer is responsible for any erosion control or repair



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9. Customer is responsible for placing dirt over top of piping

Upon Pickup:

Contact the RFR office at 951-653-2171 to schedule pickup when equipment/system is cleaned and ready to be released.

Flushing and cleaning of equipment must be performed to RFR's standards prior to being called off rent. RFR personnel will perform a visual inspection. It is recommended to have a customer representative on-site during inspection. Equipment found not to be in "delivered condition" will not be picked up.

Project Scheduling & Billing

This quote is valid for 30 days. For the quoted items, RFR requires a signed quote not less than 3 days prior to delivery.

Estimated schedule durations:

Mobilization: 2 days

Installation: 2 days

Operation: by customer

Removal: 1 day

Demobilization: 1 day

System Rental Duration: Quote for one week rental

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



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Liquid Ingenuity®

PROJECT COSTS	
Estimated Rental Total	\$6,367.16
Estimated Environmental Recovery Fees	\$206.93
Estimated Air Quality Fees	\$147.85
Total Estimated Recurring Charges	\$6,721.94
SERVICES	
Estimated Delivery	\$2,453.40
Estimated Installation	\$7,703.00
Estimated Removal	\$3,281.00
Estimated Pickup	\$1,543.05
Estimated Services	\$4,500.00
GRAND TOTAL	\$26,202.39

-Estimated costs do not include taxes

-Recurring rental project costs will be on a cycle/week/day basis+ tax

Engine driven equipment will be delivered with at least 50% fuel. A Fuel Convenience Charge will be implemented on a per gallon basis up to the delivered fuel level. Customer acknowledges that the Fuel Convenience Charge is not a retail sale of fuel. Customer may avoid the Fuel Convenience Charge if the Customer returns the Equipment at delivered level. The fuel convenience fee will be charged per gallon. No refunds will be given for a higher level of fuel upon return.

Customer Name

Customer Signature

Date

Proposal Acknowledgement

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

PO Number:

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.

RPP	\$955.07	Accept	Decline
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INITIAL

Created Date: 4/26/2024



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Sales Rep: Jeremy Mattson

CITY OF LAKE ELSINORE
Account: 107070
Proposal: 1036-IND-2119254

Quote Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation 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. 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 Hazardous Material and/or Non-Hazardous Waste Agreement, 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. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. 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, waterlines, 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 warrants 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 cancellation 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 Program 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 15 percent (15%) 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.

Pump locations 1 & 2

Pump 1 to HDPE location 180ft
Pump 2 to HDPE location 200ft

Legend



Google Earth

Image © 2024 Airbus

200 ft

Approx area of HDPE Tee

HDPE Line Location Approx

Legend



Google Earth

Image © 2024 Airbus

200 ft

HDPE Line Original

HDPE Line Location Original

Legend



Google Earth

200 ft