

FIRST AMENDMENT TO THE BIOREACTOR BYPASS AGREEMENT

This First Amendment to the Agreement for Bioreactor Bypass Agreement (“First Amendment”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation, (“City”), and Rain For Rent, a California corporation (“Provider”).

RECITALS

WHEREAS, on December 29, 2023, the City and the Provider entered into the Bioreactor Bypass Agreement (“Original Agreement”), which is attached hereto as “Exhibit A”;

WHEREAS, the City and the Provider wish to expand the scope of service to includes those services included on “Exhibit B” attached hereto.

WHEREAS, the City and the Provider also wish to increase the compensation terms of the Original Agreement from One Hundred Fifty-Seven Thousand, Seven Hundred Seventy-Three Dollars and 86/100 (\$157,773.86), to Two Hundred One Thousand, Five Hundred Eighty Dollars and 93/100 (\$201,580.93).

NOW THEREFORE, in consideration of the above recitals and mutual promises contained herein, the parties hereto agree to amend the Original Agreement as follows:

AGREEMENT

1. The “grand total” pricing portion in the “Project Description” Section of the Original Agreement shall be deleted and the following language should be added:
 - 2.1. The term of this Agreement shall commence on the Effective Date and continue until the Project is complete (“Term”). The City will pay the Provider for the Products and Services Two Hundred One Thousand, Five Hundred Eighty Dollars and 93/100 (\$201,580.93).
2. Exhibit B attached hereto shall be incorporated to the “Project Description” Section in the Original Agreement.
3. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

[The remainder of page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

City of North Las Vegas,
a Nevada Municipal Corporation

Rain for Rent,
a California corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: Y. 920
Name: Louis Duarte
Title: Branch Manager

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Acting City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).



RAIN FOR RENT
5005 E Carey Ave
Las Vegas, NV, 89115
702-632-0281
rainforrent.com
lesqueda@rainforrent.com

CITY OF NORTH LAS VEGAS

Account: 117727
100 E BROOKS AVE
NORTH LAS VEGAS, NV, 89030
Eric Bauer
702-633-1275
bauere@cityofnorthlasvegas.com

Dear Eric Bauer,

Thank you for your inquiry. As requested, please find attached our proposal 1071-IND-2101407 for North Las Vegas Treatment Plant. 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 Louie Esqueda at 702-632-0281.

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

Regards,

Louie Esqueda
lesqueda@rainforrent.com
Mobile:
Branch: 702-632-0281
5005 E Carey Ave
Las Vegas, NV, 89115



Rain For Rent
Sales Rep: Louie Esqueda

CITY OF NORTH LAS VEGAS
Account: 117727
Proposal: 1071-IND-2101407

Project Name	Bioreactor Bypass	Jobsite	North Las Vegas Treatment Plant
Date Prepared	12/28/2023	Est. Delivery Date	1/10/2024
Prevailing Wage	No	Est. Completion Date	2/5/2024

Project Location

2580 Betty Ln
North Las Vegas, NV, 89156

Project Description and Overview**PROJECT DESCRIPTION**

Quoted as-1 Cycle (28 days)

Rental subtotal- \$70,404.86 includes (2-DV400C, 4-DV150, Pipe, fittings, valves, spillguards, flowmeter)

Environmental recovery fees- \$2,288.19

Service subtotal- \$76,463.00 includes (Delivery, Install, Removal, Pickup, Freight, Crane Rental)

One Time Sale- \$8,148.61 (wiring, gaskets, bolt kits)

Fuel surcharge- \$469.20

Grand Total-\$157,773.86

Does not include applicable sales tax or fees.

PROJECT OVERVIEW

Customer's bio reactor chamber is compromised. They need to empty the chamber into another chamber. Then pump approximately 8,700 GPM (Max) 1,100 GPM (Min) from one unit to another on a 24 hour basis for approximately one cycle(28 days) or longer. Suction will be up and over a 25 foot building to the chamber opening which is 18' - 20' deep. Discharge will be up and over a 25' building to another chamber 250' away on the same building. Pumps will be on the ground.

STATEMENT OF WORK**RFR Responsibilities & Scope of Work**

Rain for Rent (RFR) will provide the following:

-Delivery, installation, removal, pickup of all quoted materials/equipment

2 - DV400C

4 - DV150I

500' of 18" HDPE DR17

100' of 24" HDPE DR17

300' of 8" HDPE DR17

18" Magnetic Flow Meter

Valves & Connections

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:



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-Job Walk with Eric Bauer
-RFR Engineering

Operating Parameters

Material: Sewage, Flow: 8,700gpm max, 1,100gpm min, Suction Lift: -6.95', TDH 59.56'
Distance 400', Starting elevation 1,805', Ending elevation 1,830', Friction Loss 26.48 ft

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. Customer 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 1500Lbs.
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. (sample form only): <https://rainforrentcorp.box.com/v/systemtransferoperation>
3. Customer will provide fueling.
4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. <https://rainforrentcorp.box.com/v/pumpmaintenance>
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 including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. 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 identifying at-risk service laterals to evaluate and mitigate the potential for sewage backups. Customer must communicate the risk of flooding and other potential issues to affected property owners. This may require customer to install additional sewer plugs or backflow preventers.
5. Customer will provide sewer plugs and any associated installation, monitoring, and removal of sewer plugs.
6. Customer is required to periodically start diesel back-up pumps and ensure batteries are fully charged, ready for operation.
7. Customer to identify high points for air vents.
8. Customer is responsible for any residual fluids in system once project is concluded to remove and properly dispose of.

Upon Pickup:

Contact the RFR office at 702-632-0281 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



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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 18 days prior to delivery.

Estimated schedule durations:

Mobilization: Days
Installation: 4 Days
Operation: 1 Month
Removal: 2 Days
Demobilization: 1 Day
System Rental Duration: Cycle

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.

Billing

1. Delivery and labor for this project will be billed upon completion of the installation.
2. This is an estimate only. Actual Time and Material used for this job will be billed to the customer.
Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.
A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day.

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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PROJECT COSTS		
Estimated Rental Total		\$70,404.86
Estimated Environmental Recovery Fees		\$2,288.19
Total Estimated Recurring Charges		\$72,693.05
PROJECT COSTS		
Estimated Sale Total		\$8,148.61
SERVICES		
Estimated Delivery		\$2,123.10
Estimated Installation		\$16,044.00
Estimated Removal		\$6,112.00
Estimated Pickup		\$2,123.10
Estimated Services		\$50,530.00
GRAND TOTAL		\$157,773.86

-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.

Ryann Juden, City Manager

12/29/2023 13:25:12 PST

Customer Name

Customer Signature

Date

Attest:

Approved as to Form:

Proposal Acknowledgement

Jackie Rodgers, City Clerk

Micaela Rustia Moore, City Attorney

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	\$10,272.50	Accept	Decline <input checked="" type="checkbox"/>
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INITIAL

RJ

Created Date: 12/15/2023



Rain For Rent

Sales Rep: Louie Esqueda

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Account: 117727

Proposal: 1071-IND-2101407

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 a frequency of 400 hours of runtime. This is a billable event; pricing of labor and parts are subject to current market conditions. 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 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.

EXHIBIT B

Proposal for Additional Services

Please see the attached page(s).

City of North Las Vegas

A statement that breaks down what is left and owing

- 1) Rental – one week = \$23,519.70/ pumps, spillguards, pipes & fittings.
- 2) Labor – \$6172.25 (Labor man hours to extend and add extra pipe to bio-reactor further down the line)
- 3) Services – \$3,430.36
 - Pick Up (rental equipment) - \$1,395.18
 - Engine Service on Pump 622214 (Maintenance, refill oil, filter changes) - \$338.84
 - Sale items (Unusable Pipe that cannot be returned back into inventory) - \$931.95
 - Environmental Fee - \$764.39
- 4) Rentals – Fusing Machine (1 extra week to fuse additional/extend pipe) & Reachlift (removal/loading of equipment & pipe) \$9,901
- 5) Credit for second week - **\$24,115.60**
- 6) Balance after credit =- **\$43,807.07**

**** 1st cycle invoice is still outstanding but approved for payment according to you. Invoice 1981564 for \$64,562.61****