



August 28, 2018

TO: LOCSD Board of Directors
FROM: Jose Acosta, Utility Systems Manager *JA*
SUBJECT: **Agenda Item 11G– 9/6/2018 Board of Directors Meeting**
Approve Purchase of Replacement Pump for 16th Street Drainage Facility

DESCRIPTION

The 16th Street drainage facility is currently equipped with a smaller ½ horsepower submersible pump which operates as a lead pump, and the backup pump is a 6" propeller trash pump. The system is in need of an upgrade and redesign.

STAFF RECOMMENDATION

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board make the following motion:

Motion: I move that the Board authorize staff to purchase a replacement pump for the 16th Street drainage facility, at the quoted price of \$31,057.48 from Rain for Rent.

DISCUSSION

Currently, the lead pump cannot keep up with storm flooding at the intersection of 16th Street and Paso Robles Avenue, subsequently calling for the larger backup pump to come on. The 6" pump will operate for a few minutes, pump down the collection basins, then shut off, repeating this cycle every 8-10 minutes, while the intersection is flooded. This cycle has caused wear and tear on the pump and motor, requiring a replacement pump to be purchased. Also, the noise nuisance reported from the residents in the area has been abundant and called in many times to the District Offices. The current pump has been in service at this location prior to the LOCSD management of the drainage facilities, approximately 20+ years. Controls and gauges on the motor and pump are not operable, and repairs to the unit would be costly and not sensible financially.

Staff has reviewed the concerns at this location with Rob Miller, District Engineer. After reviewing the possibilities, it was determined to downsize the larger pump, from 6" to 4", to operate efficiently and reduce the energy used and wasted while pumping. Also included in the replacement of the unit is the required replacement of the diesel engine. The new requirements by the EPA and California Air Resources Board require the diesel engine to be upgraded to a Final Tier 4 engine. The second recommendation was to replace the smaller submersible pump, with a larger submersible pump, to assist in maintaining a more efficient discharge from the collection sumps. District staff is capable of installing these pumps, allowing a cost savings for the District.

This item was presented to the Utilities Advisory Committee, at their August 15th meeting, receiving their recommendation for Board approval.

Attached is a copy of the lowest bid, with all required specifications being satisfied, as well as, correspondence from all three vendors contacted. The following vendors were contacted and their responses:

1. United Rentals – Provided a quote, meeting all specifications, in the amount of **\$37,215.76.**

President
Vicki L. Milledge

Vice President
Marshall E. Ochylski

Directors
Charles L. Cesena
Louis G. Tornatzky
Christine M. Womack

General Manager
Renee Osborne

District Accountant
Robert Stilts, CPA

Unit Chief
Scott M. Jalbert

Battalion Chief
Greg Alex

Mailing Address:
P.O. Box 6064
Los Osos, CA 93412

Offices:
2122 9th Street, Suite 102
Los Osos, CA 93402

Phone: 805/528-9370
FAX: 805/528-9377

www.losososcscsd.org

2. Premier Pump & Power LLC – Provided a quote, meeting all specifications, in the amount of **\$32,633.00.**
3. Rain for Rent – Provided lowest quote, meeting all specifications, in the amount of **\$31,057.48.**

FINANCIAL IMPACT

The financial impact is estimated to be \$31,057.48, for the purchase of a replacement pump for 16th Street drainage facility. Funding for the project will come from Fund 800, and was included in the 2018-2019 Fiscal Budget. Some reserves may need to be used.

Attachments

1039-IND-790726

Quotation Developed Especially for:

Nate Pall
Los Osos Csd
2122 9th Street
Los Osos, CA 93402
Phone: (805) 528-9370

Prepared on 8/2/2018 by:

Kyle Van Fleet
Cell: 805-331-0231
333 South 12th St
Santa Paula CA 93060
Phone: 805-525-3306
Fax: 805-525-7663

www.rainforrent.com





Sale Quotation

Santa Paula

www.rainforrent.com

333 South 12th St
Santa Paula CA 93060
Phone: 805-525-3306
Fax: 805-525-7663

Quotation Number: 1039-IND-790726

Prepared By: Kyle Van Fleet

Customer: Los Osos Csd

Customer ID: 13793f

Address: 2122 9th Street

City/State: Los Osos, CA 93402

Contact: Nate Pall

Office: (805) 528-9370

Fax:

Job Description:

4 Inch Trash Pump - Sale Options

Location:

Los Osos, CA

Sale Sub Total: \$31,057.48

Sub Total: \$31,057.48

Table with 2 columns: Item Description and Amount. Includes rows for Recommended Optional Items - Rental (\$0.00), Recommended Optional Items - Sales (\$41,897.19), and various hauling, labor, and service fees.

(Does Not Include Sales Tax)

Grand Total: \$31,057.48

Date Prepared: 8/2/2018

Valid Until: 9/1/2018

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.

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.

Initial here: _____



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Quotation Number: 1039-IND-790726

Application: Per Specs Materials: Per Specs Flow: Per Specs Suction Lift: Per Specs

Friction Loss: Per Specs Static Head: Per Specs

This quotation has not been flagged as PREVAILING WAGE.

Sale Items

| Qty | Unit | Item | Description | Unit Price | Extension |
|-----|------|------|--|-------------|-------------|
| 1 | Each | M240 | Premier 4 Inch - 4NNTL Trash Pump (Open Unit) - See Scope for Details | \$26,722.73 | \$26,722.73 |
| 1 | Each | M240 | Delivery to Los Osos, CA | \$2,235.29 | \$2,235.29 |
| 1 | Each | M240 | Estimated Sales Tax | \$2,099.46 | \$2,099.46 |

Sale Sub Total: \$31,057.48

Sub Total: \$31,057.48



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The enclosed proposal includes sale pricing for a Rain for Rent - Premier 4" Trailer Mounted Diesel Trash Pump.

Open unit pricing is on page 3 and Sound Attenuated pricing is on page 4.

Product descriptions have been provided below.

Project Details:

- Rain for Rent to provide delivery and sale of equipment as quoted.
- All Rain for Rent Terms and Conditions for the sale of equipment apply.

Operating Parameters:

- System shall be operated manually by the customer per manufacturer's recommendations.

Rain for Rent Exclusions:

- Fuel
- Operation of systems
- Traffic Control
- Any permits or fees.

Customer Responsibilities:

- Accommodation of exclusions as listed above
- Clear and safe access to the jobsite.



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OPEN UNIT MODEL (NOT SOUND ATTENUATED):

4NNTL Trailer Mounted Pump

| Quantity | Description |
|----------|---|
| 1 | <p>Premier Pump model 4NNTL-VP-V1505-T65 trailer mounted, end suction centrifugal, vacuum assisted pump. Unit consists of 13 CFM compressor, venturi type air/water separator, heavy duty flapper-type check valve, Tungsten vs. Silicon Carbide seal with rundry feature.</p> <p>Pump Construction - All iron 4" suction 4" discharge Impeller diameter - 8.25" diameter, with 3" solids handling.</p> <p>Trailer - Powder coated steel frame, 65 gallon HDPE fuel tank with lifting frame. single axle, fenders, jack stands, DOT lights, electric brakes.</p> <p>Engine - Kubota model V1505 rated at 25 HP at 2300 RPM, Final Tier 4 Controls Inc control panel</p> <p>Estimated delivery is 14-16 weeks, dependent on engine availability.</p> |



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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.

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/>

A 2% Environmental Recovery Fee shall apply to all rental charges invoiced 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.

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.

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, tanks, generators, light towers, filtration, boxes, heaters, pipe, 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: spillguards, hoses, electronic equipment (controls, instrumentation, and wiring), sprinklers, wheel wash systems, Freezesentry items, tires, or electric submersible pumps.

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.