



Rain for Rent

Corporate Office
Western Oilfields Supply Company

rainforrent.com

June 25, 2012

City Clerk
City of Key West
3126 Flagler Avenue
Key West, FL 33040

RFP# 12-022 Six Inch Trash Pump Dewatering System
Bid Opening: June 27, 2012 @ 3:00pm

To Whom It May Concern:

Thank you for providing Rain for Rent the opportunity to furnish pricing for RFP# 12-022 Six Inch Trash Pump Dewatering System. Enclosed are required bid forms, quote, product information and warranty.

Rain for Rent is the largest pump, pipe, tank, and engineered liquid-handling rental company in the United States. We have 78 years of cross-industry experience providing safe, cost effective and efficient solutions. That experience crossed over into the engineering and construction of high quality pumps used in our own fleet and sold around the country.

Rain for Rent features Power Prime™ Pumps, Hydra Tech and Premier Pumps. Our self-priming pumps deliver solids handling, are continuously self-priming, run dry unattended, and provide suction lift to 28' depending on flow, head, and elevation. The Power Prime™ Pumps are available skid or trailer mounted. Rain for Rent Liquid Handling Solutions are used in agricultural, mining, construction, industrial, municipal, and environmental applications throughout the United States.

Below is a partial list of benefits as to why you should do business with Rain for Rent:

- **Engineered Solutions:** Rain for Rent can provide you with a solution that will be reliable and cost effective. Your application will be designed by our engineering staff to ensure acceptable performance.
- **Installation and Service:** Our crews are trained to safely install and service all our equipment
- **Safety:** We have an excellent safety record with an experience mod of .68.
- **Cost savings:** Our pumps have been engineered to perform at the lowest cost per gallon pumped in the industry. Our efficient pumps lower your operating costs and put dollars back in your pocket.

Should you have any questions regarding this bid proposal, please contact David Diaz, Sales Representative, Industrial at: 863-688-3332 or 954-644-3671 cell. **Rain for Rent** welcomes the opportunity to exceed your expectations by providing the City of Key West superior products and services, offering the best return on investment.

Sincerely,
RAIN FOR RENT

Bob Frank
Vice President

Estimate Number: 10-016-472064
Sale Estimate
www.powerprime.com / www.lakecompany.com
3404 State Rd
Bakersfield, CA 93308
Phone: 661-399-9058
Fax: 661-399-3374

PUMP MODEL/MATERIAL: Model S6TC hydraulically driven submersible pump. 3" solids handling, 2 vane closed channel high efficiency impeller. Ductile iron volute and bearing housing. Adjustable wear ring. Gear hydraulic motor with heavy duty ball bearings. Carbon/ceramic shaft seal with lifting bracket, strainer and threaded discharge flange.

SIZE: 6"

POWER PACK: John Deere 4045T liquid cooled engine to produce 74HP. DOT sound attenuated highway trailer with 50 gallon oil reservoir and 80 Gallon fuel capacity. Lifting bracket and adjustable jacks.

FOB: Key West, FL

DELIVERY: Please allow 10 weeks from receipt of purchase order to delivery.

CUSTOMER PARAMETERS: City of Key West is looking for a quote for a 6" Hydraulic submersible pump with a power pack. No parameters provided please see curve for details.

NOTE: Customer is responsible to determine the suitability of the pump package quoted for this application. Accurate sizing of hose for performance required is the responsibility of the customer. Recommendation based on following assumptions: Liquid - water, assume specific gravity - 1, ambient temperature, elevation - sea level. Complete unit is covered by Hydra-Tech 1 year warranty - Hydra-Tech warrants to its original Buyer for 1 year from date of shipment (see attached Warranty). Warranty does not cover damage due to freezing. It is customer's responsibility to provide freeze protection for pump units.

QUOTATION TERMS:

Net 30 days.

F.O.B.: Key West, FL

Pricing does not include any federal, state or local taxes.

All prices are quoted in U.S. Dollars.



MODEL S6TC

6" (150 mm) Discharge



FEATURES

- High Efficiency Closed Channel Impeller (will pass 3" semi-solids)
- Compact Design allows this pump to fit through a 21" opening
- Variable Speed hydraulic drive provides a wide range of performance
- Oil Lubricated Seals (can run dry)
- Adjustable Wear Ring
- Can be bolted directly into a pipeline or used as a booster pump
- Safe Hydraulic Drive can be used where electric power is hazardous or impractical
- Operates with our HT35 to HT60 power units or other hydraulic power sources capable of flows to 28 GPM

SPECIFICATIONS

WEIGHT:..... 255 lbs. (116 kg)
HEIGHT:..... 34" (86 cm)
WIDTH (@ widest point):..... 20-3/4" (53 cm)
DISCHARGE:..... 6" NPT(F)
INLET FLANGE:..... 6" 125# ANSI
SOLIDS HANDLING:..... 3" (75 mm)
HOSE PORTS:..... 1" (-16) SAE
PUMP BODY:..... Ductile Iron
IMPELLER:..... Ductile Iron
WEAR RING:..... Ductile Iron
SHAFT:..... 17-4 PH Stainless Steel
SHAFT SEAL:..... Carbon / Ceramic (Std)
 Silicon Carbide (Opt)
ELASTOMERS:..... Buna N (Std)
HYDRAULIC OIL:..... 214-320 s.s.u. @ 100°F (64°C)
INPUT FLOW:..... Max. 28 GPM (106 LPM)
OPERATING PRESSURE:.. Max 2900 PSI (197 Bar)
POWER SOURCE:... Any Open Center Hydraulic System

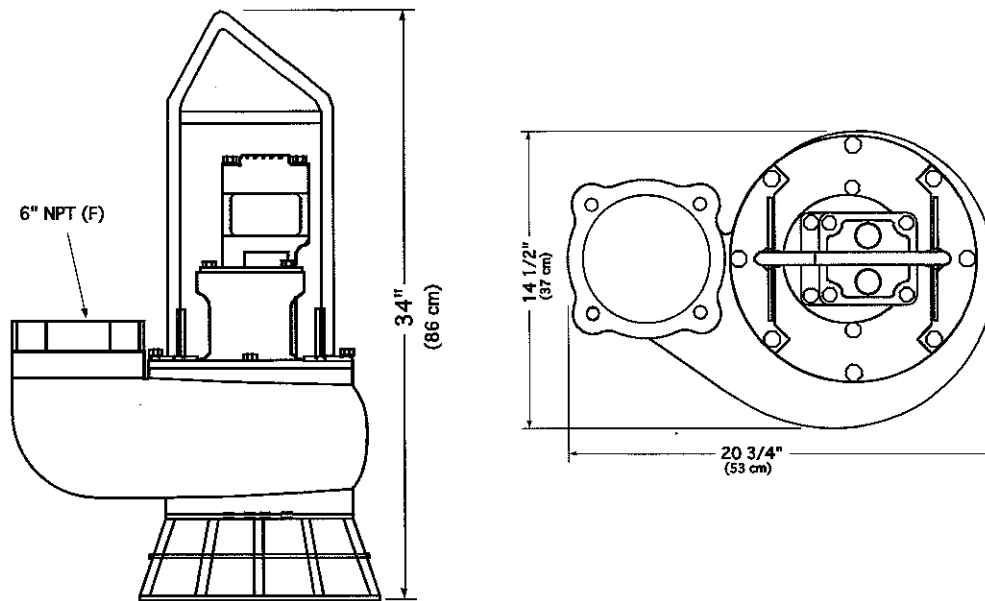
B0109

Specifications are subject to change without notice

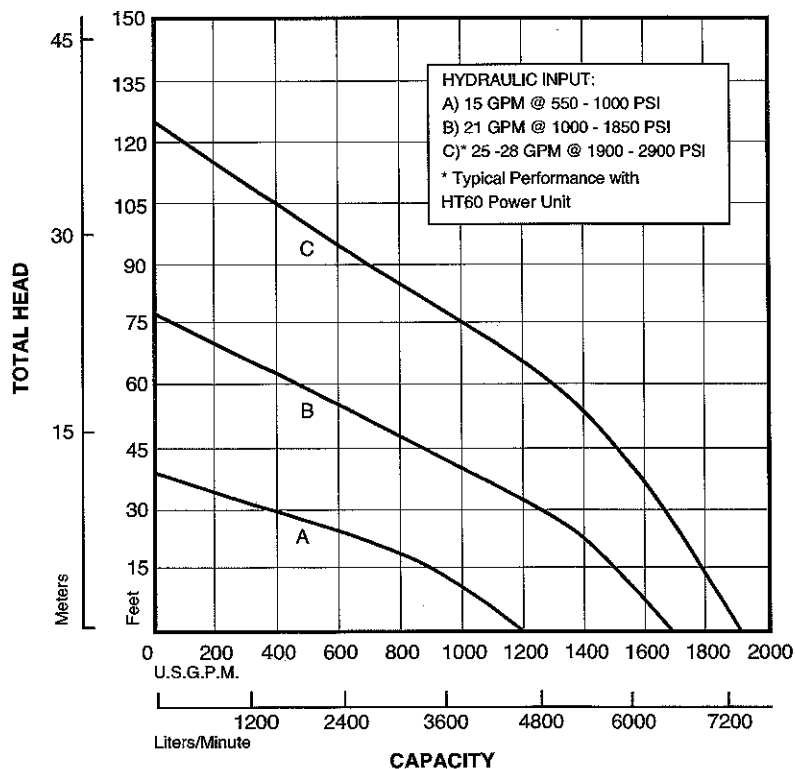


167 Stock Street, Nesquehoning, PA 18240 Phone: 570-645-3779 Fax: 570-645-4061
Website: www.hydra-tech.com E-Mail: htpump@hydra-tech.com

Model S6TC Overall Dimensions



S6TC Typical Performance



Curves are based on pumping water at 60°F. For performance curves other than shown above, consult factory.



**HYDRA-TECH
PUMPS**

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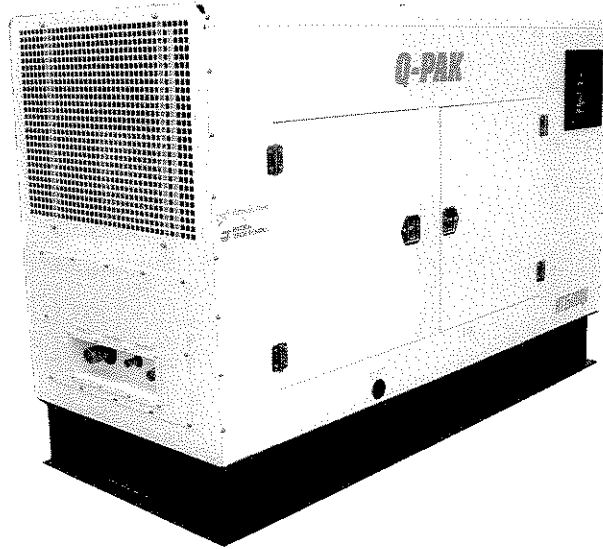


HYDRA-TECH PUMPS

PORTABLE HYDRAULIC POWER UNIT

MODEL HT80DQV

This Sound Attenuated unit is designed to be used in residential areas and other locations where low sound levels are required. Powered by a John Deere diesel engine, the HT80DQV can drive several of our pumps and other hydraulic equipment.



HT80DQV is similar to HT150 DQV shown.

FEATURES

- Skid Frame Chassis with Built-In Fuel Tank and Single Point Lifting Bracket
- Full Enclosure with Sound Proofing and Lockable Doors
- Automatic Engine Safety Shutdown
- Variable Piston Hydraulic Pump
- Efficient Hydraulic Oil Cooler
- Spin-On Return Filter w/Indicator
- Variable Speed Control
- Residential Exhaust Muffler
- System Relief Valve
- Pressure Control Switch
- Liquid Filled Pressure Gauge
- Fluid Level/ Temperature Gauge
- Recessed Hose Connections

OPTIONS

- Highway Trailer
- Multiple Hydraulic Circuits
- Other Flow and Pressure Combinations

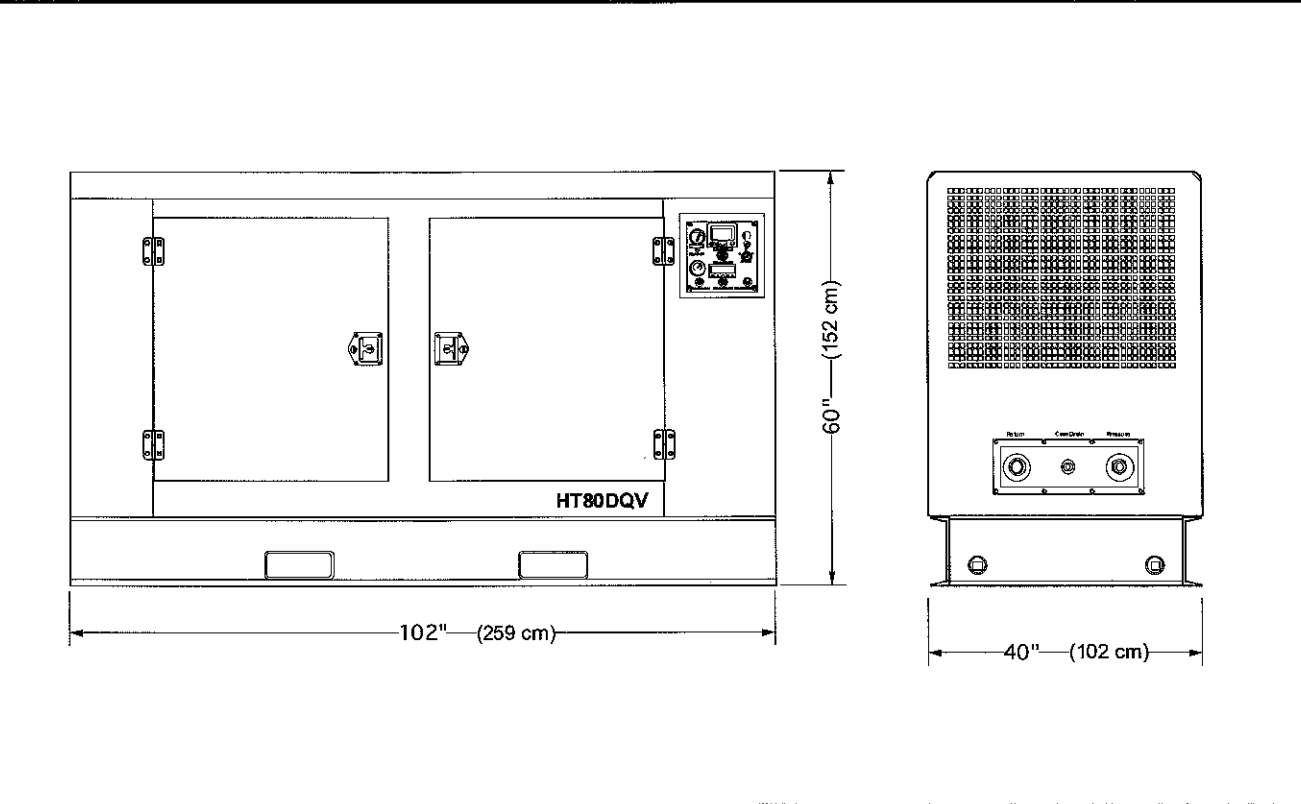
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**HYDRA-TECH
PUMPS**

167 Stock Street, Nesquehoning, PA 18240 Phone: 570-645-3779 Fax: 570-645-4061
Website: www.hydra-tech.com E-Mail: htpump@hydra-tech.com

Model HT80DQV Overall Dimensions



SPECIFICATIONS

ENGINE:..... John Deere 4045TF280 Diesel (Tier 3)
HORSEPOWER:..... Peak 80 Cont. 72@ 2400 RPM
HYDRAULIC OUTPUT*:..... Variable, Max. 35 GPM (132 LPM)
OPERATING PRESSURE*:..... Maximum 3000 PSI (204 Bar)
HOSE PORT SIZE:..... (Pressure and Return)... 1" NPT
 (Case Drain).. 1/2" NPT
HYDRAULIC OIL:..... (Standard) SAE 20W (ISO 46) Type AW
 also: Biodegradable oil (Consult Factory)
OIL FILTRATION:..... 10 Micron (Standard)
OIL RESERVOIR CAPACITY:..... 50 U.S. Gallons (189 Liters)
FUEL TANK CAPACITY:..... 75 U.S. Gallons (284 Liters)
FUEL CONSUMPTION:..... Approx. 3.5 U.S. Gal/Hr (13.2 Liters/Hr)
NOISE LEVELS @ 2000 RPM:. 83dB @ 3 Ft. (1M), 68dB @ 23 Ft. (7M)
DIMENSIONS:..... H 60" (152 cm) x W 40" (102 cm) x L 102" (259 cm)
WEIGHT (Dry):..... 2900 lbs. (1314 kg)

* For Flows and Pressures Other Than Standard, Consult Factory
When used to drive our pumps the flow and pressure may be set to optimize pump performance

Since we are constantly working to improve our products, specifications are subject to change without notice.

 **HYDRA-TECH
PUMPS** 167 Stock Street, Nesquehoning, PA 18240 Phone: 570-645-3779 Fax: 570-645-4061
Website: www.hydra-tech.com E-Mail: htpump@hydra-tech.com

HYDRA-TECH PUMPS LIMITED WARRANTY

Hydra-Tech Pumps warrants to the original purchaser only that this product is free from defects in material and workmanship, and agrees to repair or replace, at Hydra-Tech's option, any part found to be defective within 12 months of the date of purchase. This warranty is not transferable. This warranty **does not** cover damage as a result of normal wear, incorrect operation, incorrect handling, abuse, or lack of proper maintenance. Any modification or alteration of this equipment will void the warranty. Hydra-Tech **does not** warranty engines – warranty claims on engines must be handled through your local engine distributor. Any claim for warranty damage must be accompanied by digital photos of the defective part or parts, the serial number from the equipment, and a detailed description of the defect. All warranty claims should be emailed to htpumps@hydra-tech.com or mailed to Hydra-Tech Pumps, 167 Stock Street, Nesquehoning, Pennsylvania 18240 USA.

Pumps and/or Power Units judged by Hydra-Tech Pumps to have been defective in workmanship or materials when shipped from the factory and within the warranty period will be either repaired or replaced at Hydra-Tech's option free of charge including motor freight both ways within the continental United States.

THIS WARRANTY DOES NOT COVER DAMAGES RESULTING FROM CARELESS HANDLING, IMPROPER INSTALLATION, LACK OF SERVICE, INCORRECT POWER OR FAULTY APPLICATION SUCH AS PUMPING ABRASIVES, CORROSIVES, OR FLUIDS IN EXCESS OF 140 DEGREES F.

HYDRA-TECH MAKES NO WARRANTY EXPRESSED OR IMPLIED INCLUDING WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS STATED ABOVE. HYDRA-TECH SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY AND WHETHER OR NOT ARISING OUT OF OR BASED ON HYDRA-TECH'S NEGLIGENCE, WHETHER ACTUAL OR IMPLIED, AND FOR DAMAGES TO ANY PROPERTY OR PERSON ARISING OUT OF THE PURCHASE OR THE USE, OPERATION OR MAINTENANCE OF THE EQUIPMENT. HYDRA-TECH SHALL NOT BE RESPONSIBLE FOR REPAIRS OR ALTERATIONS MADE BY OTHERS.

No person is authorized to make any representations or warranties on behalf of Hydra-Tech and no other person is authorized to alter or extend any of the conditions contained in this warranty.

UNIT PRICE BID SCHEDULE

1.	11200D Drive unit equipped with the following:	
	<ul style="list-style-type: none">• John Deere Engine Model #CK4045, four cylinder, 75 Horsepower• Portable Trailer Mounted Unit (Off Road Use)• D.O.T. Package – Fenders and Lights (Usually required for highway use).• Electric Brake Package (w/charger & breakaway switch. Brake system usually required for highway use).• Lockable Battery Box• Lifting Frame• Military Hitch• One six inch x 20 foot rigid discharge hose• One six inch x 50 foot flexible discharge hose• On Site Training• 2 Year Warranty on Pump and Parts	\$ 33,343.00
2.	HTC006 Hydraulic trash pump equipped with the following:	
	<ul style="list-style-type: none">• ¾" x 50' Hydraulic Hose• 1" x 50' Hydraulic Hose• 1 ¼" x 50' Hydraulic Hose	\$ 16,935.31
3.	Sound Attenuation Enclosure	\$ 12,337.00
4.	Shipping to Key West	\$ 3,000.00
	TOTAL	\$ 65,615.31

Other Options (please list each item

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

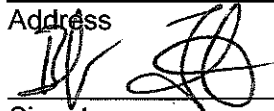
Western Oilfields Supply Company

CONTRACTOR: dba Rain for Rent SEAL:

Corporate Office: 3404 State Road, Bakersfield, CA 93308

Local Office: 1840 Fairbanks Street West, Lakeland, FL 33804

Address



Signature

Bob Frank

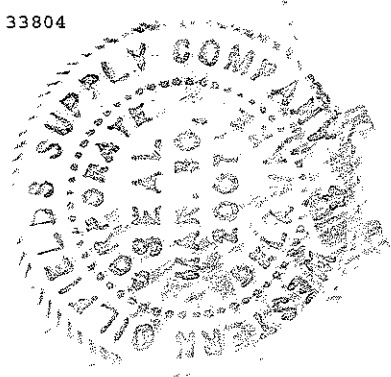
Print Name

Vice President

Title

DATE:

June 25, 2012



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

Note: State of California Jurat Attached.

SS

COUNTY OF MONROE

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: 

Bob Frank, Vice President

sworn and prescribed before me this _____ day of _____, 2012

NOTARY PUBLIC, State of Florida

My commission expires: _____

California Jurat

State of California

County of Kern

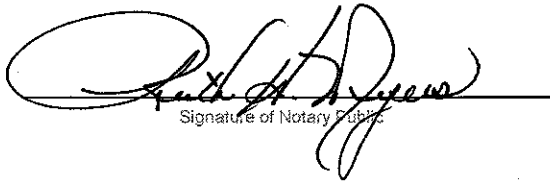
S.S.

Subscribed and sworn to (or affirmed) before me on this 25 day of June,
Month

20 12, by Bob Frank and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.


Signature of Notary Public



For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

City of Key West Bid Response
Anti-kickback Affidavit

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
- b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O. Box numbers may not be used to establish status)

Length of time at this address

NOT APPLICABLE

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West
by Bob Frank, Vice President
(Print individual's name and title)
for Western Oilfields Supply Company dba Rain for Rent
(print name of entity submitting sworn statement)
- whose business address is 3404 State Road, Bakersfield, CA 93308
and (if applicable) its Federal Employer Identification Number (FEIN) is 95-1362750
(If the entity has no FEIN, include the Social security Number of the individual signing
this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime;
or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. the term "affiliate" includes those officers, directors, executives,

partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).



____ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT

PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(SIGNATURE)

June 25, 2012

(DATE)

STATE OF _____

NOTE: SEE ATTACHED STATE OF CALIFORNIA JURAT

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned
authority _____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above of this
_____ day of _____, 2012

NOTARY PUBLIC

My commission expires: _____

California Jurat

State of California

County of Kern

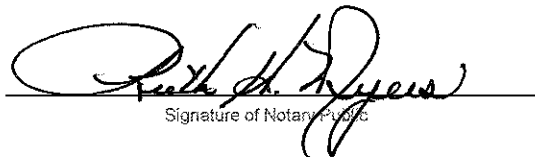
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Subscribed and sworn to (or affirmed) before me on this 25 day of June,
Month

20 12, by Bob Frank and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.


Signature of Notary Public



For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

City of Key West Bid Response
Sworn Statement Pursuant to Section 287.133(3) (A)
Florida Statutes, on Public Entity Crimes

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____



Rain for Rent

Western Oilfields Supply Company

rainforrent.com

3404 State Road, Bakersfield, CA 93308

P.O. Box 2248, Bakersfield, CA 93303

661.399.9124

800.350.7246

June 11, 2012

City Clerk

City of Key West

3126 Flagler Ave.

Key West, FL 33040

This letter is to confirm that Rain for Rent provides benefits to its employees under a self funded plan, governed by ERISA. Because we operate under a self funded ERISA health plan, we are exempt from having to provide benefits to domestic partners.

Enclosed is a description of our employee benefits plan. Should you have any questions, please feel free to call me at 661-387-6226.

Thank you

Charity Espinoza
Human Resources



Our employees are our most valuable asset.

That's why at Rain for Rent we are committed to providing a comprehensive employee benefit program that helps our employees stay healthy, feel secure, and maintain a work/life balance.

Stay Healthy

- Medical, Dental, and Vision plans
- Medical Flexible Spending Account

Feeling Secure

- 401(k)/Profit Sharing
- Company Sponsored Life and Accidental Death & Dismemberment
- Supplemental Employee, Spouse, and Dependent Life Insurance
- Short term Disability Insurance, Accident, Critical Illness

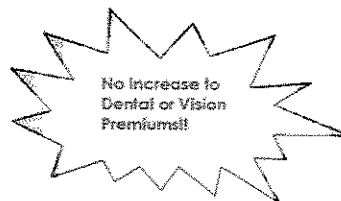
Work/Life Balance

- Employee Assistance Program
- Paid Time Off (PTO) and Holidays
- Dependent Flexible Spending Account
- Simply Well Wellness Program
- Tuition Reimbursement
- Matching Grant Program

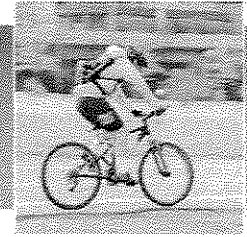
What's New for 2012?

2012 highlights:

- **MANDATORY OPEN ENROLLMENT** **Enrollment of 2012 benefits is mandatory, whether you choose to continue, change, or decline benefits.
- **MEDICAL**
 - ✓ Slight increase to Medical Premiums
- **DENTAL & VISION**
 - ✓ **NO INCREASE** or plan changes!
- **Flexible Spending Account**
 - ✓ Annual maximum election for Medical FSA has been reduced to \$2,500
- **Prescription Generic Copay**
 - ✓ Generic copys will be \$0 if you go to a pharmacy in the **ALIGN** network!!
- **Spousal Surcharge**
 - ✓ Effective 8/1/2012, a spousal surcharge of \$100 per month applies to spouses who have access to other employer coverage but choose to participate in the Rain for Rent medical plan. Spouses that are not employed or who do not have access to employer group insurance will not have to pay the surcharge.
 - ✓ If you choose to elect or continue spouse coverage during Open Enrollment, you will receive a Spousal Surcharge affidavit by mail. You will be required to complete and return the affidavit so we can determine whether you are required to pay the surcharge. Additional information to follow after Open Enrollment



2012 Enrollment Instructions



Who is Eligible...

If you are a Rain for Rent **full-time employee** (working 32 or more hours per week) you are eligible to enroll yourself and eligible dependents in the benefits described in this guide.

An eligible dependent is considered your legally married spouse and/or legal dependent children up to the age of 26:

- Your natural child, legally adopted child, or child in the process of being adopted
- Stepchild, Foster child, A child whom you have legal guardianship of
- A child who is the subject of a Qualified Medical Child Support order (QMCSO) issued to you
- An unmarried disabled child aged 19 or over may be eligible if the disability occurred before age 19, if he/she was enrolled in the plan before age 19

****To add a dependent to the plan for the first time or re-enroll a dependent, you must provide required documentation to Human Resources by the open enrollment deadline (April 20th, 2012) to verify dependent eligibility. If your dependents have not changed, you are not required to provide backup documentation.**

For a spouse: provide a copy of a marriage certificate and an "affidavit of marriage" (available on the company intranet, under "HR/Open Enrollment forms")

For a dependent child: provide Birth Certificate, signed court order, or legal document establishing guardianship

When to Enroll...

Rain for Rent Open Enrollment runs from **April 9-April 20, 2012**. The benefits you elect during this open enrollment will be effective from May 1, 2012 to April 30, 2013. ****Enrollment of 2012 benefits is mandatory, whether you choose to continue, change, or decline benefits.**

You will not be able to enroll, cancel, or make changes to benefits again until next open enrollment, unless you have a qualified life event. A qualified life event can be a marriage, divorce, birth or adoption of a child or loss of coverage. If you experience one of these events, you will have 31 days from the date of this event to enroll or cancel coverage.

How to Enroll...

Once again we are very excited to offer online enrollment through our employee self-service portal, **Umi-pro!** This will be the only place you will have to go to enroll in all of your benefits. We expect that you will find this process a quick and simple one.

Follow the **detailed** instructions in the **back of this guide**, and you will be done reviewing and electing your benefits before you know it!

The information in this Benefits Summary is presented for illustrative purposes and is based on information provided by the employer. The text contained in this Summary was taken from various summary plan descriptions and benefit information. While every effort was taken to accurately report your benefits, discrepancies, or errors are always possible. In case of discrepancy between the Benefits Summary and the actual plan documents the actual plan documents will prevail. All information is confidential, pursuant to the Health Insurance Portability and Accountability Act of 1996. If you have any questions about this summary, contact Human Resources

Medical Insurance



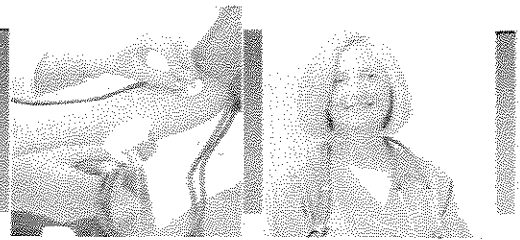
Employees of Rain for Rent have the choice of two benefit plan options. The plan offers a Basic PPO option and a Premium PPO option. A summary of the plan designs are below.

Services	Basic PPO		Premium PPO	
	In Network	Out of Network	In Network	Out of Network
Physician Visit	\$25 Copay (Deductible waived)	50% paid by plan, after Deductible	\$20 Copay (Deductible waived)	60% paid by plan, after Deductible
Specialist Visit	\$40 Copay (Deductible waived)	50% paid by plan, after Deductible	\$35 Copay (Deductible waived)	60% paid by plan, after Deductible
Preventive X-Ray and Lab Services	Included in Office Visit Copay (Deductible waived)	50% paid by plan, after Deductible	Included in Office Visit Copay (Deductible waived)	60% paid by plan, after Deductible
Non Preventive X-Ray and Lab Services	80% paid by plan - Deductible waived	50% paid by plan, after Deductible	90% paid by plan - Deductible waived	60% paid by plan, after Deductible
Urgent Care	\$40 Copay (Deductible waived)	50% paid by plan, after Deductible	\$35 Copay (Deductible waived)	60% paid by plan, after Deductible
Emergency Room	\$200 Copay	\$200 Copay	\$200 Copay	\$200 Copay
Hospitalization	80% paid by plan, after Deductible	50% paid by plan, after Deductible	90% paid by plan, after Deductible	60% paid by plan, after Deductible
Outpatient Hospitalization	80% paid by plan, after Deductible	50% paid by plan, after Deductible	90% paid by plan, after Deductible	60% paid by plan, after Deductible
Deductible - Individual - Family	\$1,000 \$3,000	\$2,000 \$6,000	\$500 \$1,500	\$1,000 \$3,000
Out-of-Pocket Max - Individual - Family	\$5,000 \$15,000	\$10,000 \$30,000	\$2,500 \$7,500	\$7,500 \$22,500

Your Cost in 2012

EMPLOYEE BIWEEKLY DEDUCTIONS				
	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
Basic	\$ 38.85	\$92.02	\$81.79	\$132.90
Premium	\$59.27	\$134.75	\$119.78	\$194.64

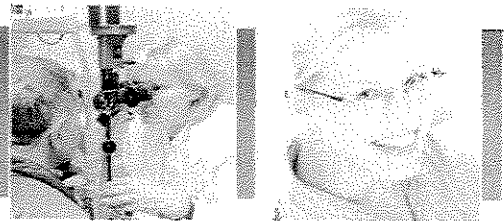
Prescription



Pharmacies in the **ALIGN** network are: Albertsons/Sav-On/OSCO, City Market Pharmacy, CUB Pharmacy, Dillon Stores, Dominicks Pharmacy, Farm Fresh Pharmacy, Fred Meyer Pharmacy, Frys Food and Drug Stores, H E B Pharmacy, Health Mart Pharmacy, K Mart Pharmacy, King Soopers Pharmacy, Kroger Pharmacy, Quality Food Centers INC, Ralph's Pharmacy, Randalls Food and Drug INC, Safeway Pharmacy, Sam's Pharmacy, SHOPKO Pharmacy, Smiths Pharmacy, Star Market Pharmacy, Target Pharmacy, Tom Thumb Pharmacies, Vons Companies INC, Wal-Mart Pharmacy

Services	Basic PPO		Premium PPO	
	ALIGN Network	Out of ALIGN Network	ALIGN Network	Out of ALIGN Network
Prescription Pharmacy Option	\$0	\$15	\$0	\$15
- Generic	\$30	\$30	\$30	\$30
- Formulary	\$60	\$60	\$60	\$60
- Non-Formulary				
Prescription Mail Order Option				
- Generic	\$25	\$25	\$25	\$25
- Formulary	\$75	\$75	\$75	\$75
- Non-Formulary	\$150	\$150	\$150	\$150

Vision



The Vision plan provides primary vision care benefits that can include eye examinations, prescription lenses, frames, and contact lenses.

Plan Features	In Network	Out of Network
Exams	\$10 Copay	\$10 Copay
Materials - Lenses	\$25 Copay – paid at 100%	Based on lens type
Materials – Frames (\$125 Allowance)	\$25 Copay – paid at 100%	Paid Up to \$63
Materials – Contacts (\$120 Allowance)	\$25 Copay – paid at 100%	Paid up to \$100

Your Cost in 2012

Rain for Rent is pleased to announce there will be **no premium increase** passed on to you for the new plan year! Biweekly payroll deductions will remain as shown.

EMPLOYEE BIWEEKLY DEDUCTIONS			
	Employee Only	Employee + 1	Employee + 2 or more
Vision	\$3.68	\$7.17	\$10.53

Dental Insurance



Plan design is still the same so that Diagnostic and Preventative care benefits will now be paid at 100% and do not go towards your \$1,000 annual maximum!

Type of Service	Amount You Pay	Amount Plan Pays
Preventive Services	0%	100%
Basic Services	20% after deductible	80%
Major Services	50% after deductible	50%
Orthodontia (available for dependent children only)	50%	50%

Plan Deductibles and Maximums	
Deductible	\$50 Employee/\$150 Family
Calendar Year Max	\$1,000 (NEW!! Preventive and Diagnostic services do not go towards this annual maximum)
Orthodontia Lifetime Max	\$1,000

Your Cost in 2012

Rain for Rent is pleased to announce there will be no premium increase passed on to you for the new plan year! Biweekly payroll deductions will remain as shown.

EMPLOYEE BIWEEKLY DEDUCTIONS				
	Employee Only	Employee & Spouse	Employee & Children	Employee & Family
2012 Rates	\$17.02	\$27.06	\$29.59	\$44.63

UNUM BENEFITS

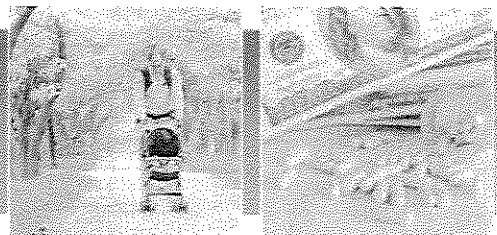
Call 1-800-635-5597 during Open Enrollment to enroll in the Voluntary Benefits through UNUM

Critical illness: pays you a lump sum benefit at the first diagnosis of a covered illness. Critical illness is offered to all eligible employees who are actively at work. Benefit amount can be from \$5,000 to \$50,000.

Accident insurance: coverage provides a lump sum benefit based on the type of injury you sustain or the type of treatment you need. Your accident insurance can provide for covered accidents that occur on and off the job.

Short term disability: Can pay you a percentage of your gross monthly salary if you become ill due to a covered disability. You can choose monthly benefit amounts from \$400 to \$5,000. You can use it any way you choose.

Flexible Spending Accounts (FSA)



FSA's provide you with an important tax advantage that can help you pay health care and dependent care expenses on a pre-tax basis. By anticipating your family's health care and dependent care costs for the next year, you can actually lower your taxable income.

Health Care Reimbursement FSA: This program lets Rain for Rent's employees pay for certain IRS-approved medical care expenses not covered by their insurance plan with pre-tax dollars. The annual maximum amount you may contribute to the Health Care FSA is \$2,500. Some examples of services that can be paid for with the FSA include:

- Hearing services, including hearing aids and batteries
- Vision services, including contact lenses, contact lens solution, eye examinations, and eyeglasses
- Dental services and orthodontia
- Chiropractic services
- Acupuncture
- Prescription contraceptives

Dependent Care FSA: The Dependent Care FSA lets Rain for Rent's employees use pre-tax dollars towards qualified dependent care such as caring for children under the age 13 or caring for elders. The annual maximum amount you may contribute to the Dependent Care FSA is \$5,000 (or \$2,500 if married and filing separately) per calendar year. Examples include:

- The cost of child or adult dependent care
- The cost for an individual to provide care either in or out of your house
- Nursery schools and preschools (excluding kindergarten)

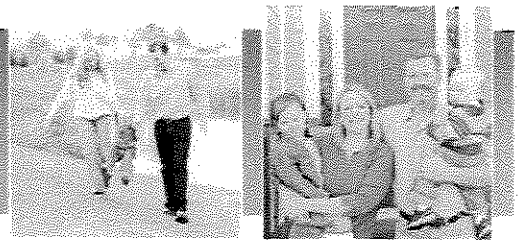
The following example shows how you can save money with a flexible spending account:

Bob and Jane's combined gross income is \$30,000. They have two children and file their income taxes jointly. Since Bob and Jane expect to spend \$2,000 in adult orthodontia and \$3,300 for day care next plan year, they decide to direct a total of \$5,300 into their FSAs.

	Without FSAs	With FSAs
Gross income	\$30,000	\$30,000
FSA contributions	0	-5,300
Gross income	30,000	24,700
Estimated Federal tax	-2,550*	-1,755*
Estimated State tax	-900**	-741**
Estimated FICA tax	-2,295	-1,890
After-tax earnings	24,255	20,314
Medical and dependent care expenses	-5,300	0
Remaining spendable income	\$18,955	\$20,314
Spendable income increase		\$1,359

*Assumes standard deductions and four exemptions. **Varies, assume 3%. The example above is for illustrative purposes only. Every situation varies and we recommend that you consult a tax advisor for all tax advice.*

Life and AD&D Insurance



Basic Life & Basic Accidental Death & Dismemberment Insurance

Rain for Rent provides full-time employees with 1x their basic yearly earnings (up to \$200,000) of group life and accidental death and dismemberment (AD&D) insurance, and pays the full cost of this benefit.

Supplemental Life Insurance

Employee Coverage: Employees may purchase additional coverage in \$10,000 increments, up to a maximum of \$350,000.

Evidence of Insurability is required if this is the first time you are enrolling or the first time you are electing coverage over \$100,000.

Spousal Coverage: Employees may purchase supplemental life insurance for a spouse in \$5000 increments, at a maximum of \$50,000; however the amount cannot exceed 50% of the employees elected coverage.

Dependent Coverage: Employees may purchase supplemental insurance for dependent child(ren) at the below amounts (The rate covers all your eligible dependent children).

Monthly Cost for Each \$10,000 of Employee & Spouse Life Insurance Coverage										
Age	<30	30-34	35-39	40-44	45-49	50-54	55-59	60-64	65-69	70+
Employee/ \$10k per unit	.63 per unit	.72 per unit	.99 per unit	1.62 per unit	2.79 per unit	4.59 per unit	7.20 per unit	11.25 per unit	20.16 per unit	36.09 per unit
Spouse/\$5k per unit	.315 per unit	.36 per unit	.495 per unit	.81 per unit	1.395 per unit	2.295 per unit	3.6 per unit	5.625 per unit	10.08 per unit	
Dependent Children	\$1.00 per month for \$5,000 of coverage \$2.00 per month for \$10,000 of coverage									

Supplemental Accidental Death & Dismemberment Insurance

This policy allows Supplemental AD&D coverage for the employee, spouse, and/or child. Accidental Death & Dismemberment insurance pays out in the event of a death or loss of limb caused by an accident. Employees may elect up to \$350,000 in Voluntary AD&D Coverage, \$175,000 in coverage for a spouse, and up to \$10,000 for Children.

Employee Monthly Rates:

\$10K	\$20K	\$30K	\$40K	\$50K	\$60K	\$70K	\$80K	\$90K	\$100K
\$0.29	\$0.58	\$0.87	\$1.16	\$1.45	\$1.74	\$2.03	\$2.32	\$2.61	\$2.90
\$110K	\$120K	\$130K	\$140K	\$150K	\$160K	\$170K	\$180K	\$190K	\$200K
\$3.19	\$3.48	\$3.77	\$4.06	\$4.35	\$4.64	\$4.93	\$5.22	\$5.51	\$5.80
\$210K	\$220K	\$230K	\$240K	\$250K	\$260K	\$270K	\$280K	\$290K	\$300K
\$6.09	\$6.38	\$6.67	\$6.96	\$7.25	\$7.54	\$7.83	\$8.12	\$8.41	\$8.70
\$310K	\$320K	\$330K	\$340K	\$350K					
\$8.99	\$9.28	\$9.57	\$9.86	\$10.15					

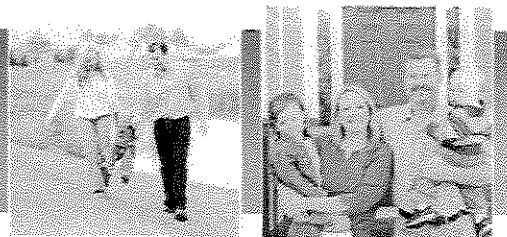
Spousal Monthly Rates:

\$5K	\$10K	\$15K	\$20K	\$25K	\$30K	\$35K	\$40K	\$45K	\$50K
\$0.16	\$0.32	\$0.48	\$0.64	\$0.80	\$0.96	\$1.12	\$1.28	\$1.44	\$1.60
\$55K	\$60K	\$65K	\$70K	\$75K	\$80K	\$85K	\$90K	\$95K	\$100K
\$1.76	\$1.92	\$2.08	\$2.24	\$2.40	\$2.56	\$2.72	\$2.88	\$3.04	\$3.20
\$105K	\$110K	\$115K	\$120K	\$125K	\$130K	\$135K	\$140K	\$145K	\$150K
\$3.36	\$3.52	\$3.68	\$3.84	\$4.00	\$4.16	\$4.32	\$4.48	\$4.64	\$4.80
\$155K	\$160K	\$165K	\$170K	\$175K					
\$4.96	\$5.12	\$5.28	\$5.44	\$5.60					

Children Monthly Rates

\$5K	\$10K
\$0.18	\$0.36

401k/Profit Sharing



To help you prepare for the future, Rain for Rent sponsors a 401(k) plan as part of its benefits package. As a full or part-time employee, you may start participating in this plan immediately. As a new employee you are automatically enrolled at a default 4%.

With this plan, you may save up to 20% of your pay on a pre-tax basis, receiving a generous 40% company match on 12% of that savings. In addition to pre-tax savings, you can also save up to 10% post tax dollars. Rain for Rent also pays a discretionary profit sharing bonus into employees' 401(k)/Profit Sharing accounts based on the previous year's profits.

*****Open enrollment for 401(k) is in the months of June and December, to be effective July 1 or January 1. If you want to enroll, you can do so at that time. You also have the opportunity to increase or decrease your contributions on a quarterly basis.**

Other Company Provided Benefits



Rain for Rent provides a variety of additional benefits to assist employees in staying healthy, feeling secure, and maintaining a work/life balance:

Employee Assistance Program:

This service is offered to all Rain for Rent employees and eligible dependents through ComPsych. It is a completely confidential counseling program that covers issues such as marital and family concerns, depression, substance abuse, grief and loss, financial entanglements, and other personal stressors at no cost to the employee. You can contact ComPsych at 877-533-2363, or you can visit their website at www.guidanceresources.com.

Wellness Program:

Rain for Rent wants to help you get on the road to health with Weight Management, Tobacco Cessation, and Healthy Living coaching programs by offering free access to Simply Well Wellness Program for you and your spouse. Enroll in Simply Well at www.simplywell.com to take advantage of weekly coaching sessions, customized exercise and meal plans, online tools and trackers, and much more!

PTO (Paid Time Off)

The PTO policy allows you the flexibility to manage your time off with supervisory approval. It is up to you how you use your paid time off. Employees will earn time in their PTO bank with each biweekly payroll based on their length of service tier.

- Hire Date to 5 years	4.614 hours accrued per pay period	160 hrs maximum
- 5-10 years	6.153 hours accrued per pay period	200 hrs maximum
- 10 or more years	7.691 hours accrued per pay period	240 hrs maximum

Holidays

There are 9 paid holidays each year. They include the following:

- New Years Day
- Memorial Day
- Labor Day
- Independence Day
- Good Friday or Presidents Day (depending on Location)
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

Tuition Reimbursement

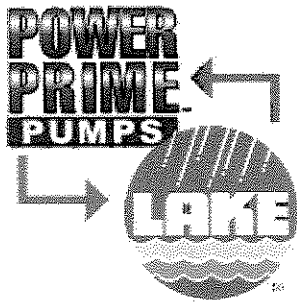
The purpose of the Tuition Reimbursement Program is to provide tuition assistance for eligible Rain for Rent employees who wish to further their job related formal education. Eligible employees include employees scheduled to work 32 hours per week, and that have been employed with Rain for Rent for one year. Maximum yearly reimbursement per employee is \$4,000 plus 50% of the costs of books for the course.

Matching Grants Program

The Matching Grants Program encourages employees to support local non-profit charitable organizations. Rain for Rent matches employee paid donations to qualifying non-profit organizations dollar for dollar to a maximum of \$250 per year.

Custom Estimate Developed Especially for:

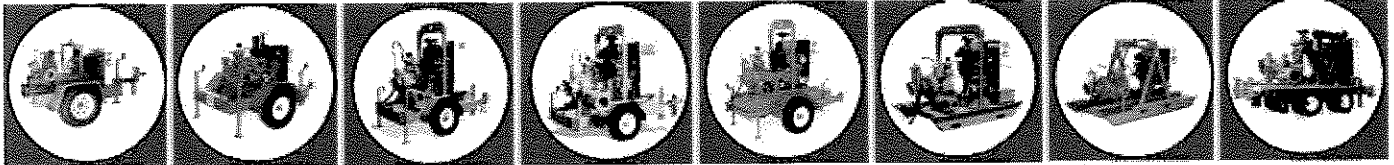
Sue Snider
City Of Key West
3126 Flagler Ave.
Key West, FL 33040
Phone: 305-809-3836 Ext.
Fax:



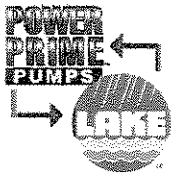
Prepared on 6/25/2012 by:

Tommy Anthony
Cell: 661-978-1010
3404 State Rd
Bakersfield, CA 93308
Phone: 661-399-9058
Fax: 661-399-3374

www.powerprime.com / www.lakecompany.com



Power Prime Pumps can "Dry Prime" and "Lift Fluid" vertically up to 28 ft.



Sale Estimate

www.powerprime.com / www.lakecompany.com

3404 State Rd
Bakersfield, CA 93308
Phone: 661-399-9058
Fax: 661-399-3374

Estimate Number: 10-016-472345

Prepared By: Tommy Anthony

Job Description:

City of Key West is looking for a quote for a 6" Hydraulic submersible pump with a power pack. No parameters provided please see curve for details.

Customer: City Of Key West

Customer ID: P18543

Address: 3126 Flagler Ave.

City/State: Key West, FL 33040

Contact: Sue Snider

Office: 305-809-3836 Ext.

Fax:

Sale Sub Total: \$65,615.31

Sub Total: \$65,615.31

*The Terms and Conditions of the Lake Company and Power Prime Pump Credit Application, Delivery documents, Invoice and this estimate contain the complete and final agreement between Lake Company/Power Prime Pump and Customer and no other agreement in any way modifying or adding to the said Terms and Conditions will be binding upon Lake Company/Power Prime Pump unless made in writing and signed by a Lake Company/Power Prime Pump 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.

*Estimates are based on Customer supplied information and are subject to change based on actual requirements and usage.

Est. Delivery Hauling	\$0.00
Est. Pick-up Hauling	\$0.00
Est. Install Labor	\$0.00
Est. Removal Labor	\$0.00
Est. Services	\$0.00
Est. Air Quality Fee	\$0.00
Est. Rev Air Quality Fee	-\$0.00
Est. Enviro Recovery Fee	\$0.00
Est. Rev Enviro Recovery Fee	-\$0.00

(Does Not Include Sales Tax)

Estimate Total: \$65,615.31

Date Prepared: 6/25/2012

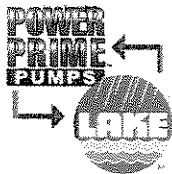
Valid Until: 7/25/2012

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 Scope of Work page (if applicable).



Sale Estimate

www.powerprime.com / www.lakecompany.com

3404 State Rd
Bakersfield, CA 93308
Phone: 661-399-9058
Fax: 661-399-3374

Estimate Number: 10-016-472345

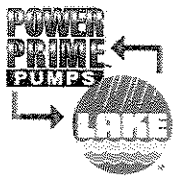
Application: Water Transfer Materials: Water, Assume SG1, pH7 Flow: 1900 GPM (Max Flow) Suction Lift: NA
Friction Loss: NA Static Head: 125' TDH (Shut Off)

Sale Items

Qty	Unit	Item	Description	Unit Price	Extension
1	Each	MS	HYDRA-TECH 6" HYDRAULIC TRASH PUMP WITH SOUND ATTENUATED POWER PACK	\$55,154.00	\$55,154.00
1	Each	722987	HOSE-HD TANK TRK CAM 6x20 75#	\$1,677.78	\$1,677.78
1	Each	722522	HOSE-LAYFLAT YLW GRV 2x10 150#	\$1,760.00	\$1,760.00
1	Each	MS	3/4" X 50' HYDRAULIC HOSE WITH FITTINGS	\$883.53	\$883.53
1	Each	MS	1" X 50' HYDRAULIC HOSE WITH FITTINGS	\$1,165.56	\$1,165.56
1	Each	MS	1 1/4" X 50' HYDRAULIC HOSE WITH FITTINGS	\$1,974.44	\$1,974.44
1	Each	MS	FREIGHT TO CITY OF KEY WEST	\$3,000.00	\$3,000.00

Sale Sub Total: \$65,615.31

Sub Total: \$65,615.31



Sale Estimate

www.powerprime.com / www.lakecompany.com

3404 State Rd
Bakersfield, CA 93308
Phone: 661-399-9058
Fax: 661-399-3374

Estimate Number: 10-016-472345

PUMP MODEL/MATERIAL: Model S6TC hydraulically driven submersible pump. 3" solids handling, 2 vane closed channel high efficiency impeller. Ductile iron volute and bearing housing. Adjustable wear ring. Gear hydraulic motor with heavy duty ball bearings. Carbon/ceramic shaft seal with lifting bracket, strainer and threaded discharge flange.

SIZE: 6"

POWER PACK: John Deere 4045T liquid cooled engine to produce 74HP. DOT sound attenuated highway trailer with 50 gallon oil reservoir and 80 Gallon fuel capacity. Lifting bracket and adjustable jacks.

FOB: Key West, FL

DELIVERY: Please allow 10 weeks from receipt of purchase order to delivery.

CUSTOMER PARAMETERS: City of Key West is looking for a quote for a 6" Hydraulic submersible pump with a power pack. No parameters provided please see curve for details.

NOTE: Customer is responsible to determine the suitability of the pump package quoted for this application. Accurate sizing of hose for performance required is the responsibility of the customer. Recommendation based on following assumptions: Liquid - water, assume specific gravity - 1, ambient temperature, elevation - sea level.

Complete unit is covered by Hydra-Tech 1 year warranty - Hydra-Tech warrants to its original Buyer for 1 year from date of shipment (see attached Warranty). Warranty does not cover damage due to freezing. It is customer's responsibility to provide freeze protection for pump units.

QUOTATION TERMS:

Net 30 days.

F.O.B.: Key West, FL

Pricing does not include any federal, state or local taxes.

All prices are quoted in U.S. Dollars.



Sale Estimate

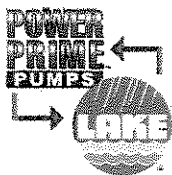
www.powerprime.com / www.lakecompany.com

3404 State Rd
Bakersfield, CA 93308
Phone: 661-399-9058
Fax: 661-399-3374

Estimate Number: 10-016-472345

All prices are subject to review and adjustment after 7 days.

**ANY ORDER RESULTING FROM THIS QUOTATION IS SUBJECT ONLY TO
POWER PRIME'S STANDARD TERMS & CONDITIONS AND APPROVED CREDIT.**



Sale Estimate

www.powerprime.com / www.lakecompany.com

3404 State Rd
Bakersfield, CA 93308
Phone: 661-399-9058
Fax: 661-399-3374

Estimate Number: 10-016-472345

Terms & Conditions

Additional Terms

1. The terms and conditions of the credit application shall be and are incorporated into all agreements and transactions by and between Buyer and Western Oilfields Supply Company ("Seller"), dba Lake Company and dba Power Prime Pump regardless of the branch or division of either entity engaged in such transaction or agreement. Corrosion Notice. Corrosion in aluminum pipe has become a major concern to all involved. It appears to be caused primarily by environmental and chemigation practices currently being used. Lake Company and Power Prime Pump have never, and will not, warrant against any claims made for corrosion damage to aluminum pipe. The Buyer should test water conditions and consult with manufacturers of products that will come in contact with the aluminum tube to determine their compatibility.
2. Payment. Unless otherwise expressly stated in writing, terms are net thirty (30) days from the date of invoice. No extension for payment will be allowed, and Seller makes no agreement with Buyer, express or implied to forebear in the collection of any amounts due hereunder unless expressly stated in writing. A 1 1/2% additional charge will be imposed on past due accounts beginning on the 31st day after the invoice date and every 30 days thereafter until paid. Title to purchased remains with Seller until paid in full by Buyer. Buyer agrees that all funds from anyone or received by Buyer to the extent those funds result from material, labor or hauling associated with goods supplied by Seller shall be held in trust for benefit of Seller ("Trust Funds"). Buyer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all Trust Funds.
3. Prices. Prices charged for equipment will be prices in effect at the time of delivery.
4. Quotations. Quotations are based on Buyer-supplied information, and all quotations are subject to change pending confirmation of actual conditions.
5. Risk of Loss. Any damage to, or loss of, the goods after delivery to Buyer shall be the sole responsibility of Buyer, and Buyer shall hold harmless and indemnify Seller from any destruction, damages, claims, costs, or liability (collectively "Loss") with respect thereto. When goods are delivered by carrier, delivery to Buyer shall take place when goods are placed in the hands of the carrier and any claims for Loss must be made by the Buyer to the carrier. Seller shall in no event be liable to Buyer for any consequential damages including, but not limited to, crop loss or damage and lost profits, arising from any Loss of the goods.
6. Delivery. Seller reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.
7. Default. The failure of Buyer to perform any obligation or to pay any amount or installment required when due hereunder or under any other sales agreement, rental agreement, lease contract or security agreement entered into between Buyer and Seller prior to, subsequent to or contemporaneously with this agreement, shall constitute a default under this agreement. In the event of any such default, or if, in Seller's opinion, there is a material adverse change in Buyer's financial condition, Seller shall have the right to suspend further shipments and installments to Buyer. Upon the occurrence of any default, Seller may, at its option, exercise one or more of the following remedies: (a.) Cancel the sale without prejudice to any other remedies hereunder; (b.) Upon default by Buyer at a place designated by Buyer and reasonably convenient to both parties shall cause Buyer, at its expense, to promptly clean any and all equipment and return such equipment to Seller; (c.) Enter upon the premises where the equipment is located, and without notice to Buyer, and with or without legal process, take possession of the equipment without liability to Seller; (d.) Proceed by appropriate action either at law or in equity to force performance by Buyer of the applicable covenants of the Conditions of Sale and/or to recover damages for breach thereof. Upon approval and acceptance of the return of the equipment by Seller, Seller shall be entitled to recover as damages, all liabilities, attorney's fees and costs, an amount equal to the replacement cost of equipment which Buyer fails to return to Seller, or which Seller is unable to repossess, and all other amounts then payable by Buyer to Seller hereunder. None of the remedies described herein are intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Seller in law or in equity.
8. Delay. Seller shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Seller's control, including, without limitation, strikes, lockouts, fires, embargoes, war or other outbreak of hostilities, acts of God, inability to obtain shipping space, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign or governmental acts or regulations. In the event of any delay in delivery due to such causes, unless otherwise agreed, in writing, the time for delivery shall be deemed extended for a period of 60 days. If delivery is not made within said 60-day period, the contract shall be deemed cancelled without liability to either party; provided Buyer will be obligated to make full payment for all goods received and costs incurred prior to cancellation.
9. Implied Warranties Excluded. SELLER DOES NOT WARRANT THAT THE GOODS COVERED BY THIS AGREEMENT ARE FIT FOR ANY PARTICULAR PURPOSE; AND WITH THE EXCEPTION OF PARAGRAPH 21, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY ARE EXCLUDED.
10. Waiver. All claims shall be deemed waived unless made in writing, delivered to Seller within ten (10) days after receipt of goods by Buyer.
11. Inspection. Buyer shall afford Seller prompt and reasonable opportunity to inspect goods as to which any claim is made as above stated. Seller reserves the right, in its sole discretion, to repair or replace any claimed defect in the goods.
12. Return. Equipment may be returned to Seller only with the prior written authorization of the Seller. Returned equipment must be shipped PREPAID and must be tagged with a RGA Number provided by Seller. Equipment manufactured to the Buyer's specification will be credited only to the extent of the reuse value. Only current equipment purchased within ninety (90) days of return request will be considered for return. All equipment returns are subject to the applicable restocking charge in effect at the time of the return and may be subject to a refurbishing cost.
13. Errors and Omissions. Seller reserves the right to correct clerical or stenographic errors or omissions in any sales transaction.
14. Acceptance. All orders are subject to acknowledgement and acceptance by Seller at its home office.

Printed 6/25/2012 1:28 PM

Page 6 of 7

Estimate 10-016-472345 Confidentiality Notice: This quotation 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 lake@rainforrent.com or by telephone at 661-387-6173. Thank you.

15. Limited Liability. If not replaced by Seller as herein provided, Seller's liability shall be limited to the stated selling price of any defective goods. Seller shall in no event be liable for Buyer's crop loss or damage, lost profits, goodwill, or other special or consequential damages arising from the use of the equipment or products sold hereunder or from any professional services provided by Seller.

16. Taxes. Unless otherwise stated on the invoice for any sale, the amount set forth does not include any sales or use tax. In the event that any sales or use tax is imposed on Seller for any sale hereunder, customer agrees to reimburse Seller upon receiving invoicing from Seller in the amount of liability incurred by Seller as a result of such tax.

17. Indemnity. Buyer shall hold harmless, indemnify and defend the Seller Group from Losses arising from, in connection with or related to Claims. "Seller Group" means Seller, its successors, assigns, parents, subsidiaries and affiliates, and their respective shareholders, representatives, directors, officers, employees and agents. "Losses" means all losses, attorneys fees and costs, other fees, costs, expenses, claims, liabilities, damages, penalties and fines. "Claims" means all lawsuits, judgments, administrative rulings or decisions, claims, arbitration awards, arising from, in connection with or related to (a) Buyer's use, possession, renting, leasing, subleasing, operation, transportation, maintenance, condition, repair, replacement, return and/or storage of any Equipment, (d) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Buyer's use of any Equipment or (e) 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, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies 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.

18. Attorney's Fees. Buyer agrees that if any legal action is taken to recover any sums due hereunder, there shall be added to the sums due hereunder the reasonable costs of collection, including reasonable attorney's fees and costs.

19. Entire Agreement. This agreement, any invoice, any delivery document and applicable LAKE COMPANY or POWER PRIME PUMP APPLICATION FOR CREDIT constitute the entire agreement between the parties, all prior representations and understandings having been merged herein. No modifications or additions will be binding unless made in writing and signed by Seller and Buyer. This contract shall be governed by and construed according to the laws of the State of California. Buyer and Seller agree that this Agreement is entered into in Kern County. The exclusive forum for all actions brought under this agreement shall be Kern County, California.

20. Cancellation of Merchandise. Cancellation of standard items may be honored only if the request is received prior to shipment. Custom made or specialty items may not be cancelled unless cancellation precedes the in-process manufacture of the item.

21. Limited Warranty. The Limited Warranty as stated in the applicable POWER PRIME PUMP or LAKE COMPANY APPLICATION FOR CREDIT.

i. **Contractor or Sub-Contractor:** Sub Renton Road & Alii Shores Sewer Bypass, Michel's Pipe Services

Contract Amount: \$3,146,697.00

Date Completed: July 2009

Type of work: Design, provide, install, move, remove and monitor the bypass system. Provided pump monitoring. Project included three separate bypass phases and involved multiple moves, ecological concerns, as well as care to not disturb tourism. The first phase was a 23 MGD bypass which consisted of (3) DV300i SA pumps and 3,000' of 12" Victaulic aluminum pipe. The second phase was a 7.2 MGD bypass which consisted of (3) DV150i SA pumps with approx. 7,000' of 18" HDPE pipe (RFR supplied 2,000' of pipe & the contractor supplied the balance). The third phase was a 5.5 MGD bypass consisting of (2) 8" pumps, (1) DV150i SA pump and 700' of 12" Victaulic aluminum pipe.

Pipe Length: 1st: 3,000, 2nd: 7,000, 3rd: 700

Pipe Material and Diameter: 1st: 12" Victaulic aluminum pipe. 2nd: 7,000' of 18" HDPE pipe (RFR supplied 2,000' of pipe & the contractor supplied the balance), 3rd: 700' of 12" Victaulic aluminum pipe.

Bypass Flow Volume: The 1st was a 23 MGD bypass, 2nd: was a 7.2 MGD bypass, 3rd: was a 5.5 MGD bypass.

Owner (Name, Address & Phone): City and County of Honolulu, 650 South King Street, 11th Floor, Honolulu, HI 96813, 808-768-8794.

Person in Charge of Project (Name & Phone): Alii Shores Sewer Rehab: Sean Omatsu, City Project Manager; Renton Rd. Omatsu: (808) 768-8765, Manhole & Sewer Rehab: Ted Saito, City Project Mngr. Saito: (808) 222-8089.

ii. **Contractor or Sub-Contractor:** Sub Northwest Outfall Bypass Pumping System, Pima County

Contract Amount: \$2,569,930.00

Date Completed: 4/2003

Type of work: Design, provide, install, hydrotest, move, remove, and monitor the system 24-7. Also provided traffic control and manpower supervision. RFR designed & installed a sewer bypass system to handle a peak flow of 38 MGD w/ daily peak flows of 25 MGD. Bypass of ruptured sewer line, including: (10) DV300 12" pumps and (2) DV350 14" pumps with (2) suction locations. Four separate pipelines w/ two unique discharge points consisting of 38,000' of 24" HDPE pipe and 12,000' of 18" HDPE pipe (20 miles of total pipe). **Project was winner of 2003 Rehabilitation Project of the Year by the National Underground Contractor's Association**

Sample References Western Oilfields Supply Company dba Rain for Rent
City of Key West RFP# 12-022 Six Inch Trash Pump Dewatering System

(NUCA). Note: The professionals at Rain for Rent proposed an alternate route for five mile pipeline that saved Pima County approximately \$1,000,000.00.

Pipe Length: 38,000' of 24" HDPE pipe and 12,000' of 18" HDPE pipe (20 miles of total pipe)

Pipe Material and Diameter: 38,000' of 24" HDPE pipe and 12,000' of 18" HDPE pipe (20 miles of total pipe)

Bypass Flow Volume: 38 MGD, 26,389 GPM

Owner (Name, Address & Phone): Kennedy/Jenks Consultants were the project managers for Pima County Wastewater Management. Kennedy/Jenks: 3101 N Central Ave., Suite 1150, Phoenix, AZ 85012-2668; Pima County: Public Works Center, 201 N. Stone Ave, 6th Floor, Tucson, AZ 85701-1207

Person in Charge of Project (Name & Phone): Kennedy/Jenks: Kim Tanner Pima County: Eric Wieduwilt, P.E. or Jamie Rivera Tanner: (602) 274-0886 Wieduwilt: (520) 740-6500 Rivera: (520) 740-2651

iii. **Contractor or Sub-Contractor:** Sub Dick's Creek, Entact Environmental

Contract Amount: \$1,010,667.59 Date Completed: 3/19/1010

Type of work: RFR designed, provided, delivered, installed, and removed a temporary bypass pumping system and filtration system. Bypass at Dick's Creek at max flow of 45,000gpm. One pre treatment water filtration facility rated at 100 GPM and one water filtration facility rated at 1000 GPM. System consisted of: (3) DV400c primary pumps, (2) DV400c backup pumps, (1) DV400c standby pump, (3) DV150 trash pumps, (2) DV80 trash pumps, 9,000' of 24" SDR 17 HDPE pipe, (7) weir tanks, (1) 4,900 gal poly tank, and misc. pipe, hose and fittings.

Pipe Length: 9,000 ft.

Pipe Material and Diameter: 24" SDR 17 HDPE pipe

Bypass Flow Volume: Designed at 45,000gpm

Owner (Name, Address & Phone): Entact Environmental Services 2508 Oxford State Road, Middletown, OH 45044, 630-986-2900

Person in Charge of Project (Name & Phone): Adam Ewert, 630-986-2900

Sample References Western Oilfields Supply Company dba Rain for Rent
City of Key West RFP# 12-022 Six Inch Trash Pump Dewatering System

- iv. **Contractor or Sub-Contractor:** Sub VIP Wet Well Rehabilitation Construction, Shaw

Contract Amount: \$716,698 Date Completed: 10/26/09

Type of work: RFR designed, provided, installed, and removed (2) sewer bypass systems. RFR designed & installed a 90 MGD bypass utilizing (7) DV400 16" pumps, throttle control on diesel control pumps, 2,000' of 30" HDPE pipe, 2,000' total pipe on ground. Project ran for (4) months. A secondary bypass at the same jobsite consisted of 3-5 MGD, utilizing (3) DV150i 12" Sound Attenuated pumps, (2) 12' x 20' road crossings, fittings, hose, & HDPE pipe. A 24" MAG meter was required to do a performance test to ensure flow was met prior to start of project.

Pipe Length: 2,000'

Pipe Material and Diameter: 30" HDPE pipe

Bypass Flow Volume: 90 MGD bypass

Owner (Name, Address & Phone): Hampton Roads Sanitation District, 1436 Air Rail Avenue, Virginia Beach, VA 23455, 757-460-2261

Person in Charge of Project (Name & Phone): Sami Ghosn, Superintendent of VIP Plant, (757) 440-2501; Shaw Construction, Greg Shaw, Owner, 757-903-6458

- v. **Contractor or Sub-Contractor:** Sub, Merrill Street Combined Sewer Rehabilitation, Michels

Contract Amount: \$675,595 Date Completed: 10/28/09

Type of work: RFR designed, provided, delivered, installed, maintained, monitored, and removed temporary sewer bypass systems to handle peak flow of 60 MGD. System consisted of (9) 12" SA pumps for primary and (1) backup pump and all necessary suction pipe, fittings, valves, and discharge pipe to the manifold, (2) 2,000' runs of 30" pipe with necessary elbows, flange adapters and air vents. The (2) smaller bypasses each included (2) 6" SA pumps, 1,000' of discharge pipe and all necessary manifolds and fittings. RFR also maintained the system and provided 24 hour pump watch.

Pipe Length: 1st: 4,000' runs of 30" pipe with necessary elbows, flange adapters and air vents. 2nd/3rd bypasses 1,000 ft each

Pipe Material and Diameter: 30"

Bypass Flow Volume: 60 MGD

Sample References Western Oilfields Supply Company dba Rain for Rent
City of Key West RFP# 12-022 Six Inch Trash Pump Dewatering System

Owner (Name, Address & Phone): City of Indianapolis, IN, 200 East Washington Street, Suite 2160, Indianapolis, IN 46240 317-327-7837 or 317-327-4622

Person in Charge of Project (Name & Phone):

MS Consultants, 8900 Keystone Crossing, Indianapolis, IN 46240, 317-566-0050
Randy Wendling, Michels Corporation, 817 West Main Street, Brownsville, WI 53306, 920-583-3132.

vi. **Contractor or Sub-Contractor:** Sub, Memphis Bypass, Spiniello

Contract Amount: \$ 292,598.42

Date Completed: 12/8/2006

Type of work: RFR designed and installed a temporary sewer bypass system to bypass 30 MGD from a 60" sewer line coming from Horn Lake and 120 MGD from a 96" sewer line coming from Memphis. Flow from both lines was bypassed and discharged into the grit chamber structure in the nearby WWTP. The bypass system consisted of (12) DV400 16" Power Prime pumps and 5850' of 24" SDR 32.5" pipe. (8) primary pumps, (1) backup pump and (3) 24" pipelines running approximately 1200' were used for bypass of the flow from the 96" sewer line. (2) primary pumps, (1) backup pump and (1) 24" pipeline running approximately 1850' was used for bypass of the flow from the 60" sewer line.

Pipe Length: 7,000 ft.

Pipe Material and Diameter: 24" SDR 32.5"

Bypass Flow Volume: 30 MGD, 120 MGD

Owner (Name, Address & Phone): City of Memphis Division of Public Works, 125 North Main Street, Room 608, Memphis, TN 38103 901-576-6742

Person in Charge of Project (Name & Phone): Ronald Kirby 901-576-6742;
General: Spiniello Construction Company, 12 East Road, Fairfield, NJ 07004
Gerhardt Rodenberger 973-808-8383.

vii. **Contractor or Sub-Contractor:** Prime, Hydrotest

Contract Amount: \$ 148,240

Date Completed: 9/9/2009

Type of work: Quote #10-042-298446: Store, pump and contain hydro test water. System consisted of (19) 21,000 gallon frac tanks, (1) DV100c primary pump, (1) DV100c backup pump, 50' of 12" HDPE manifold, and all necessary hose, valves & fittings to complete the system. PL-1 Retest Areas, 2nd Section, Dog Road, Myersville, ND. ; Quote #10-042-298428: Provide (10) 6,900 gallon poly tanks manifolded together, (2) 5,000 gallon steel tanks (1 extra) to hydro test water. (1) DV100c centrifugal primary

Sample References Western Oilfields Supply Company dba Rain for Rent
City of Key West RFP# 12-022 Six Inch Trash Pump Dewatering System

pump used to transfer higher pressure water during dewatering from 5,000 gallon steel tank to manifolded poly tank system. PL-1 Retest Areas, 3rd Section, Smithsburg, MD. ; Quote #10-042-297880: Pump hydro test water into pipeline. System included (1) HH150 trash pump, hose and misc. fittings. 800 - 1,000 GPM and 250 PSI. Myersville, MD and Chambersburg & Greencastle, PA areas. ; Quote #10-042-291675: Pump reservoir water 150' - 200' into water supply trucks. System included (1) DV100c 6"x4" diesel centrifugal trash pump, 60' of suction hose, 200' of discharge hose, and all required fittings. Pump station supplied each 6,000 gallon tanker truck with water at a rate of approx. 500 GPM. Once the hydro test water was supplied to the pipe, customer used their high pressure pump to perform hydro test. The pump station was required at both reservoir sites, so RFR also moved and re-installed the system. (Edgemont Reservoir, Myersville, MD and Greencastle Reservoir, Greencastle, PA; Quote #10-042-282330: Provide (10) 21,000 gallon frac tanks, manifolded together and connected to a DV100c 6"x4" diesel centrifugal primary pump to provide hydro test water at a rate of 500-1000 GPM. System also included (1) DV100c standby pump. Once the hydro test water was supplied to the pipe, customer used their high pressure pump to perform hydro test. PL-1 Retest Areas, Stress Corrosion Cracking Station, Greencastle, PA.

Bypass Flow Volume: .72-1.44, 500-1000 GPM

Owner (Name, Address & Phone): S.T. Pipeline, 5 Youngstown Drive, Clendenin, WV 25045.

Person in Charge of Project (Name & Phone): Chris North, 304-548-7013