



## City Council Staff Report

DATE: April 1, 2015

CONSENT CALENDAR

SUBJECT: AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF \$71,695.98 WITH TRANE RENTAL SERVICES TO RENT A 250 TON CHILLER FOR THE AIRPORT

FROM: David H. Ready, City Manager

BY: Maintenance and Facilities Department

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### SUMMARY:

Authorization of this purchase order will allow staff to rent a 250 ton chiller from Trane Rental Services for a period of six (6) months to ensure adequate air-conditioning is provided to the Airport.

### RECOMMENDATION:

1. Authorize a Purchase Order in the amount of \$71,695.98 with Trane Rental Services for chiller rental at the Airport; and
2. Authorize the City Manager to execute all necessary documents.

### BACKGROUND:

One of the two central plant chillers located at the Airport recently failed and the remaining unit will not provide adequate chilled water as temperatures rise. Staff requested proposals, **Attachment No. 1**, from four qualified chiller providers and received the following bids:

Vendor	Price Quote
Tran Rental Services	\$71,695.98
Total Environmental, Inc.	\$81,050.00
Carrier Corporation	\$87,380.00
La Brea Rentals	\$93,588.00

Trane is the low bidder at \$11,049.33 a month and \$5,400.00 one-time cost for delivery, installation and decommissioning. Staff recommends use up to six (6) months to allow time needed to evaluate the poetical of replacing the 30 year old unit.

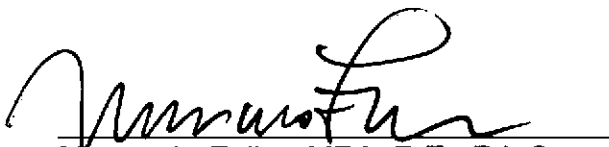
FISCAL IMPACT:

Sufficient funds remain available in the Airport Fund Account No. 415-6002-43200.

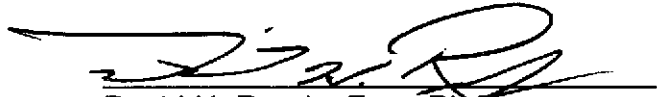
SUBMITTED

Prepared by:

Approved by:



Marcus L. Fuller, MPA, P.E., P.L.S.  
Assistant City Manager/City Engineer



David H. Ready, Esq., Ph.D.  
City Manager

Attachments:

1. Proposals

## Attachment 1



Trane Rental Services

ALLEN KNOPF  
CELL: 714-269-9755

3/24/2015

patrick.sweeney@palmspringsca.gov

**Palm Springs Airport**

Attn: Patrick Sweeney  
Ph: 760-567-2976

Project Name: **Palm Springs Airport 250 Ton rental chiller** TRS Quote #: R151293

Thank you for contacting Trane Rental Services for your temporary equipment needs. Trane Rental Services is pleased to offer you this proposal for equipment and installation services as noted to meet your system requirements. Upon your written acceptance, this proposal will constitute the Rental Agreement.

**Equipment Rented**

*This proposal is subject to your acceptance for 30 days from the date above and is contingent upon equipment availability at the time of contract. Rental rates do not include applicable taxes or delivery and return charges unless otherwise noted.*

<i>Description (mandatory)</i>	<i>Quantity</i>
Trane 250 ton rental chiller 460V	1
Pump	1
Hose for 100 ft. distance	1
Electric cable for 100 ft. distance	1
Trailer	1

<i>Description</i>	<i>Quantity</i>

**Rental Rate:** Monthly = \$10,137 + sales tax

**Notes:**

*Equipment Insurance Value (insurance to be provided by customer, mandatory) = \$186,200*

**Freight**

- Freight Charges for this Quote: \$500
- Freight Charge quoted above does not include freight for generators or products Trane Rental Services re-rents from others; actual freight charges will be added when invoiced as a separate line unless otherwise noted.

Additional Notes:

**Installation/Decommissioning (Labor) – By Trane \$2,900 for hook up, \$2,000 for unhooking at the end.**

**Start-up (Labor) - Optional**

By Trane. No extra charge.

**Additional Services Provided**

None

**Customer Responsibilities (in addition to items listed in Terms and Conditions)**

- *Any lifting or offloading of equipment*
- *Any operating permits*
- *Any union labor*
- *Generator fueling*

Provide points of connection for electrical and hose.

Thank you for giving us this opportunity. Please contact me if you have any questions or concerns.

Sincerely,

Allen Knopf  
Trane Rentals  
Cell: 714-269-9755

<b>Rented to (Customer Name mandatory):</b> Company Name Address 1 Address Continued City, State, Zip  Customer Contact: Customer e-mail: Phone: Indicate if 24hr number: <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Ship to (mandatory):</b> Company Name Address 1 Address Continued City, State, Zip  Customer PO Number: Site Contact: Site Phone: Indicate if 24hr number: <input type="checkbox"/> Yes <input type="checkbox"/> No
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Trane hereby rents to Customer, and Customer hereby rents from Trane, the equipment listed on page 1 pursuant to the terms and conditions contained in this Agreement, including the Trane Rental Terms and Conditions attached and incorporated into this Agreement.

Minimum Rental Period: 1 month  
 Estimated Length of Rental: 5 months  
 Requested Date of Equipment Delivery (mandatory): 4/1/2015  
 Requested Date of Equipment Operation: 4/3/2015

Water Connections:  
 Choose an item.

Air Connections:  
 Choose an item.

**Rental Period.** The rental period commences when the equipment ships from a Trane facility and ends when the equipment returns to the Trane facility. The Minimum Rental Period is set forth above. If at the end of any rental period Customer has not returned the equipment or contacted the Trane contact below to stop the rental charges and notify that the equipment is ready for pick up, this Agreement shall, at Trane's sole option, either automatically be renewed for an additional Minimum Rental Period or be subject to the default provisions.

**Early Returns.** Minimum Rental Period is one week unless noted otherwise. If the equipment is returned prior to the end of the Minimum Rental Period noted above, Customer shall pay a service charge equal to the rent for one (1) Minimum Rental Period and other charges that may apply. Equipment returned prior to the Minimum Rental Period may be rented to others and Trane shall have no obligation to make the equipment available to Customer. If discount pricing was provided due to length of rental period and equipment is returned prior to completion of the contracted period, Customer shall also be liable for charges equal to the discount.

**Customer Responsibility.** For the duration of the rental period, Customer is responsible for following the procedures and requirements set forth in any Manufacturer Installation and Operating Manuals, Trane Rental Services Freeze Protection Procedure, the Trane Rental Services Installation Guide for each rental product, and any other literature provided by Trane to Customer. Customer shall be liable for any damage to, or caused by, the rental equipment if Customer fails to install, operate, and maintain the equipment in accordance with those procedures and requirements. Customer is responsible for ensuring it receives the aforementioned documents.

**See Trane Rental Terms and Conditions attached**

**CUSTOMER ACCEPTANCE**

<b>Authorized Representative (mandatory)</b>  <i>(Physical signature required)</i>
<b>Printed Name (mandatory):</b>
<b>Title (mandatory):</b>
<b>Company Name (mandatory):</b>
<b>Acceptance Date (mandatory):</b>

<b>To Stop Rental &amp; Arrange for Pick Up:</b>  Trane Contact: Allen Knopf Phone: 714-269-9755 E-Mail: aeknopf@trane.com
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e-mail Proposal Acceptance To: aeknopf@trane.com

## Trane Rental Terms and Conditions

The Rental Terms and Conditions below are exclusive and are in lieu of all other terms and conditions appearing on Customer's purchase order or elsewhere and shall apply to all proposals or quotations made, orders accepted, and rentals made by Trane. "Trane" shall mean Trane Canada ULC for rentals in Canada and Trane U.S. Inc. for rentals in the United States. Trane is not responsible for typographical or clerical errors made in any proposals, quotations, orders or publications. All such errors are subject to correction.

**Acceptance.** These terms and conditions are an integral part of the firm offer, subject to credit approval, by Trane to rent equipment to Customer and form the basis of any agreement (the "Agreement") resulting from Trane's proposal or quote and any rental of equipment to Customer. The proposal or quote is subject to acceptance within thirty days from its date, and the prices are subject to change without notice prior to acceptance by Customer. Acceptance of Trane's offer will have occurred if Customer: signs Trane's proposal; issues written order pursuant to submission of Trane's proposal; permits or accepts Trane's performance; or accepts in another commercially reasonable manner. If Customer's order is an acceptance of Trane's proposal, Trane may return such order with these terms and conditions attached, which shall serve as an acknowledgement and confirmation of receipt of order. If Customer's order is expressly conditioned upon Trane's acceptance or assent to terms other than those expressed herein, return of Customer's order by Trane with these terms and conditions attached serves as notice of objection to such terms and a counter-offer to rent equipment in accordance with scope and terms of Trane's original proposal. If Customer does not reject or object within ten days, such counter-offer will be deemed accepted. In any event, if Customer permits or accepts performance, these terms and conditions will be deemed accepted by Customer.

**Billing and Payment Terms:** Unloading, start up, rigging, installation, piping, disconnection and electrical work are not included in the rental charge and are the sole responsibility of Customer. If Trane performs any of the foregoing, the charges for such services will be billed to Customer (usually in the first rental period). Rental and other periodic or billable charges shall be invoiced at the beginning of each rental period and are due net 10 days

**Taxes and Licenses:** No license, sales or use taxes are included in the periodic rental rates. Customer shall pay all taxes associated with the rental and use of the equipment, as well as all license fees and costs.

**Freight:** All freight charges shall be billed in the first rental period. Trane reserves the right to increase freight charges due to extraordinary events, including but not limited to acts of God, disruptions in transportation, acts of terrorism, war or the public enemy, civil disobedience, insurrections, riots, and labor disputes.

**Delivery/Pick-up:** Trane shall endeavor to meet scheduled delivery and pick up dates and times, but all such dates and times are estimates only. Trane shall not be liable for any damages for failure to meet such estimates.

**Use and Location:** The equipment is to be used by Customer and no other person, without written consent of Trane. The equipment is to be used for the stated purpose and solely for the purpose for which it was manufactured and intended. The equipment will not be removed from the designated address without the prior written consent of Trane.

**Inspection, Installation and Removal:** Unless otherwise specified in this Agreement, all equipment must be unloaded upon delivery and upon termination reloaded by Customer.

Equipment rental does not include chemicals, wear parts, or other consumables. Customer has inspected the equipment and found it to be in good working order and unbroken condition when received unless Customer advises Trane promptly in writing.

If contracted for, as indicated in this Agreement, Trane will unload, rig, and otherwise install the equipment for Customer and at the end of the rental period disconnect, rig, load and otherwise remove the equipment from the jobsite for the fee indicated in this Agreement. Installation and removal are one-time charges billed to Customer in the first rental period and include start-up services and the disconnection inspection.

Customer will return the equipment, with all attachments, accessories, and parts thereof to Trane at the address of Trane's choosing, on the date required and in the same condition the equipment was received, ordinary wear and depreciation excepted.

**Start-Up :** If equipment is damaged during startup by Customer, Customer is liable to Trane for such damages.

**Equipment Repair and Maintenance:** Following equipment start-up, Customer will be responsible to operate the equipment in accordance with the manufacturer's standard operating procedures, perform routine preventive maintenance by qualified personnel, and to return it in good working condition, less normal wear and tear. If the equipment is not returned in similar or like condition as of rental commencement, Customer shall be liable to Trane for a cleaning fee. Any repairs or replacements required, during or immediately following the rental, required in Trane's judgment to make the unit operate properly due to improper installation by Customer, abuse, misuse, or unusual wear will be charged to Customer at the local time and material rates then prevailing. For rentals over one month duration, Customer shall allow Trane to inspect rental equipment each month.

**All repairs to rental equipment must be performed by Trane.**

Upon Customer's notice to Trane, Trane shall provide emergency repair service that may be necessary in accordance with local time and material rates then prevailing; provided, however, that any repairs or replacements required in Trane's judgment to make the equipment operate properly due to a defect in the rental equipment provided by Trane shall be at Trane's expense.

**Insurance:** Customer will insure all equipment under an all risk property insurance policy, including windstorm, in the minimum amount of the value of the equipment shown in this Agreement.

Additionally, Customer shall carry general liability insurance covering the use and operation of the equipment in the minimum amount of \$1,000,000 per occurrence.

All such policies shall name Trane as an additional insured and loss payee as its interests may appear. Customer is responsible for any deductible amounts due. Promptly upon Trane's request, Customer will provide Trane with a Certificate of Insurance evidencing the required coverage (and additional insured and loss payee endorsement).

**Default:** Customer shall be in default of this Agreement upon occurrence of one or more of the following events:

- a. any rental charge goes unpaid for a period of ten (10) days after its due date;
- b. any other breach of this Agreement by Customer goes uncorrected after ten (10) days written notice to Customer;
- c. any writ or order of attachment, execution or the like against Customer is levied on any of the equipment and is not released or satisfied within ten (10) days; or
- d. immediately when a proceeding in bankruptcy, insolvency or receivership is instituted voluntarily or involuntarily by or against Customer or Customer enters any agreement or composition with its creditors or is otherwise unable to pay its debts as they become due.

**Remedies:** In the event of Customer's default, Trane shall have the right to do any or all of the following, none of which shall constitute an election of remedies:

- a. declare immediately due, sue for, and receive from Customer all rents and other amounts payable under the terms of this Agreement, as well as all costs and expenses associated with such proceedings (including reasonable attorneys' fees) and all expenses reasonably incurred by Trane in taking possession, cleaning and repairing and re-renting any such Equipment. Any amounts remaining from the re-renting after deduction of all such fees, costs and expenses shall be credited to Customer's obligation hereunder;
- b. disconnect and/or retake possession of any and all equipment with notice required by law or other process of law. For such purpose, Trane may enter upon the premises where the equipment is located and disconnect and/or remove same therefrom with proper notice without being liable in any suit, action or other proceeding by Customer;
- c. terminate this Agreement as to any and all equipment;
- d. terminate any other agreement(s) between Trane and Customer; and/or
- e. pursue any other rights and/or remedies, whether at law or in equity.

**Indemnity.** To the fullest extent permitted by law, Trane and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Trane's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Trane by Customer under this Agreement. 17.

Customer shall indemnify and defend Trane against, and Customer is solely responsible for, all fines, penalties, losses, claims, arising out of or alleged to arise out of (a) Customer's acts or omissions in connection with the use, operation, handling, repair, maintenance, and/or alteration and modification of the equipment; and (b) the condition of building or physical plant equipment, and suitability of the equipment for Customer's purpose.

If a refrigerant leak or inadvertent venting is discovered by Customer during the rental period, Trane must be notified immediately. Customer must also notify any and all regulatory authorities (e.g., environmental protection agencies) in accordance with applicable laws and regulations. Customer shall be liable for, and indemnify Trane against, any fines, claims, injuries, losses or damages resulting from of any refrigerant leak to the extent not caused by Trane.

In case of loss or theft of the equipment, Customer will be responsible for either replacement of the equipment with identical equipment or payment of its full replacement value. In either case, rental charges will continue until the equipment is replaced or reimbursement is made in full. Trane, at its sole discretion may report as stolen all Equipment not returned within ten (10) days of the end of the rental period. Customer will pay all collection fees, court costs, attorney's fees or any other expense required to enforce the terms and conditions of this Agreement.

**Force Majeure.** Trane's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Trane for the period of time Customer has the benefit of the rental to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**General Terms.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes and replaces all previous understandings, commitments or agreements, oral or written related to the subject matter hereof. 08



This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. This Agreement may not be assigned by Customer without Trane's prior written consent, in which event this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Any failure by Trane to enforce any provision of this Agreement shall not constitute a waiver thereof or any other provision. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Trane and arising or alleged to arise out of the furnishing by Trane of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Trane is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Trane is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Trane in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-50.01 (0814)  
Supersedes 1-50.01 (1013)



1415 N. Burton Place  
Anaheim, CA 92806  
(714) 678-3300 Office, (714) 678-3333 Fax  
Website: [www.temcool.com](http://www.temcool.com)

March 25, 2015

Proposal # 15-03-38

City of Palm Springs

Attention: Patrick Sweeney

Subject: Temporary 210TR Chiller / Palm Springs Air Port

Dear Mr. Sweeney,

Total Environmental Management, Inc. (*TEM*) is pleased to submit our proposal for your upcoming temporary cooling project. Our proposal is based on providing the following scope of work and bill of material.

#### SCOPE OF WORK

- Stage/deliver equipment and material to jobsite.
- Park chiller trailer in designated location.
- Provide and install temporary header/manifolds to customer provided point of connections.
- Furnish and install temporary flexible hose from temp chiller to *TEM* headers/manifolds.
- Provide and install Type W UL Rated temporary power cable from temporary units to customer provided power source.
- Furnish and install temporary flexible make up water hose from customer provided water source to temporary unit.
- After completion of installation, *TEM* will fill the system, start the system and provide operator instruction.
- During the rental period, *TEM* will provide routine maintenance inspections. Scheduling is based on *TEM* service department's discretion.
- At the conclusion of the project, *TEM* will remove all *TEM* furnished equipment.

#### BILL OF MATERIAL

- One (1) *TEM* Chiller Trailer, 210TR nominal capacity.
- Necessary quantity of supply and return chilled water hose (100').
- Necessary quantity of UL rated temporary power cable (100').
- Two (2) Flanged/Victaulic hose adapters, size to be determined.

City of Palm Springs – Air Port  
March 25, 2015

NOTE: Pending site review, all labor costs shown below are BUDGETARY ONLY. After site review, firm pricing can be provided for labor.

The following items are specifically excluded from the TEM Bill of Material:

- Any permits, fees, etc that may be required.
- Creation of chilled water point of connections in the mechanical room.
- Removal and/or replacement of cold insulation.
- Adequate power for the TEM furnished equipment.
- Makeup water supply source.
- Blow down drain (water cooled system only).
- Routine operation of equipment.
- Security for equipment.
- Controls.
- Crane/rigging.
- Water treatment / reclamation.

PRICING – NO SALES TAX REQUIRED

- |   |              |
|---|--------------|
| • Round trip transportation, installation, startup, instruction & removal labor, based upon straight time labor rates | \$ 5,550.00  |
| • Equipment rental, weekly (1 week minimum)   | \$ 4,250.00  |
| , monthly (calendar month)  | \$ 12,750.00 |

NOTE: TOTAL PRICE IS BASED ON TWO COMPONENTS, ONE FOR LABOR AND THE OTHER FOR THE RENTAL.

Invoicing is in advance and terms of payment are net 10 days, upon approval of credit. Equipment is offered subject to prior rent. Permits, if required are specifically excluded from the TEM scope of supply. SALES TAX IS NOT REQUIRED TO BE CHARGED ON THE TEM BILL OF MATERIAL.

IMPORTANT NOTICE:

When evaluating the TEM offer, consider the following:

1 – TEM defines a rental month based upon the calendar, ie 30 or 31 days. Other rental vendors define a month as only 28 days.

2 – TEM is not required by the State of California to charge sales tax on equipment rental. Other rental vendors MUST charge you state sales tax, ie 8.75% – 9.75%, or other appropriate tax. The addition of sales tax by other rental vendors is a real cost borne by you and/or the end user.

3 – TEM does not require a cost surcharge for equipment insurance. Some rental vendors charge you up to an additional 15% of the rental cost for equipment insurance. Other rental vendors demand that you furnish certificates of insurance in advance of delivery covering the full replacement value of the rented equipment. These requirements create real costs borne by both you and/or the end user.

4 – TEM does not require a surcharge for environmental fees. Some other rental vendors charge you up to an additional 2% of the rental cost for environmental fees. Again, this is a real cost borne by both you and/or the end user.

5 – The TEM offer is complete. There are no hidden costs for hose, cable, pumps, etc.

City of Palm Springs – Air Port  
March 25, 2015

Thank you for allowing *TEM* the opportunity to review your temporary cooling requirements. We look forward to working with you.

Very truly yours,

Tom Cook

Customer: City of Palm Springs

Sales  
Total Environmental Management, Inc.


Approved by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: March 25, 2015

Date: \_\_\_\_\_



turn to the experts 

Carrier Corporation  
License # 499642  
2478 Peck Road  
City of Industry, CA 90601  
David Salomon  
Phone: 714.985.5272  
Cell: 562.332.0046

March 25, 2015

Mr. Pat Sweeney  
City of Palm Springs  
425 Civic Center Drive  
Palm Springs, CA

**Location:** Palm Springs Airport 3400 E Tahquitz Canyon Way, Palm Springs, CA 92262

Thank you for your interest in Carrier Rental Systems. We are pleased to submit the quotation which confirms our rental offering. **Application:** *Carrier Rental Systems to provide temp ACC package with pump. Cable connections within 50' hose connections within 100'. Carrier to provide freight to and from jobsite. Carrier to provide labor for start up and shop load/unload equipment testing and inspection. Any additional labor to be billed on a time an material basis of \$135ST, \$202.5TH, and \$270DT.*

<u>Item Description</u>	<u>Qty</u>	<u>Weekly</u>	<u>Monthly</u>
AIR COOLED CHILLER PACKAGE	1	\$4,266.00	\$12,800.00
LABOR-STARTUP	1		
SHOP LOAD/UNLOAD	1		
FREIGHT DELIVERY	1		
FREIGHT RETURN	1		
INSTALL HOSE 100' (Feet)	1		
MONTHLY OPERATIONAL ON RENTAL	1 – HOUR		
<b>NON RECURRING:</b> .....		<b>\$10,580.00</b>	

**Total(USD)**

**Note:** Based on customers request proposal is based on 5 – month rental.

Quotation does not include any applicable taxes.

**U.S. Government**

In the event this quotation is in support, either directly or indirectly, of a U.S. Government funded procurement (either partially or fully), please note that Carrier Rental Systems' quotation and subsequent award shall be contingent upon the acceptance of Item 22 Government Procurements as noted herein under MASTER TERMS – RENTAL, CARRIER.

**Invoice Policy and Payment Terms**

Our invoice policy is based on a 28-day rental period. The minimum rental period on all Carrier projects is seven days. The first three (3) days rental, of each of the first three (3) weeks, invoices at the weekly rate. At the seventeenth (17) day of rental the invoice will generate at the Period (or Monthly) rate. The invoice will be generated on the earliest date of either: (a) the contract invoice date or (b) the equipment return date.

Net 30 days with approved credit, VISA, MasterCard and American Express accepted.


**Equipment Rental Period**

The rental period will begin the day the equipment leaves our facility and end on the date the equipment is returned back to our facility. The price quoted is contingent upon equipment availability, the estimated rental period and represents the minimum guaranteed rental period.

**Labor**

Labor quoted is estimated and subject to site conditions. Additional labor, if required, will be charged at the local depot's labor rate. Labor and material required to clean or repair damaged equipment will be invoiced as incurred.



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### **Freight**

Carrier may utilize third party transportation companies or company owned vehicles in the transportation of the rental equipment. Freight charges allow one hour for loading and unloading at the Customer's location. Detention charges of USD 125.00 per hour are applicable for durations exceeding the allotted time.

## **Customer Responsibilities**

### **Documentation and Permits**

- Furnish a tax exempt certificate, if applicable.
- Furnish proof of insurance on all rental equipment prior to shipment.
- Obtain required operating and regulatory permits.

### **General Job Site Conditions**

- Provide a safe working environment.
- Unload and load rental equipment from trailer, if applicable.
- Furnish local job site assistance, as required.
- Provide appropriate load and start-up.
- Provide Electrician to install Electrical to Chiller


### **Rental Equipment Contract Operation and Service**

- Reimburse Carrier Corporation for all mobilization and re-stocking fees, if rental is cancelled prior to the minimum guaranteed rental period.
- Furnish qualified rental equipment operators.
- Provide daily monitoring, operation and maintenance of rental equipment.
- Notify Carrier Corporation immediately of any rental equipment irregularities.
- Call Carrier Corporation before making any rental equipment repairs.
- Clean all equipment prior to end of rental.

### **Equipment Instructions**

- Customer shall locate and identify underground utilities.
- Equipment to be set level.
- No overhead obstructions. Allow sufficient perimeter space for appropriate air circulation.
- Furnish electrician to connect to power source. Appropriate grounding of equipment is required.
- Avail single phase power source (if applicable).
- Allow oil heater(s) to operate 24 hours prior to start-up.
- Dedicated electrical service required for each piece of supplied equipment.
- Provide a qualified operator.
- Furnish make-up water for system.
- Water treatment required.
- Freeze protection required for seasonal use and low temperature applications.
- Customer shall ensure compliance with all applicable electrical and building codes during the use of rental equipment.
- End of rental: flush & drain all fluid(s).
- End of rental: exterior coils to be free of debris and dirt; flush & drain all fluid(s).
- End of rental: clean and remove all debris and dirt.



turn to the experts 

## Carrier – Customer Authorization

To authorize the rental of equipment from Carrier Corporation, please complete, sign and return this to Customer Authorization document.

CUSTOMERS are required to provide proof of insurance on all equipment rented from Carrier Corporation. The minimum insurance requirements for Carrier Corporation as well as information regarding our optional Loss & Damage Waiver are located on our web site at: [www.carrierrentals.com/customer](http://www.carrierrentals.com/customer)

### Certificate of Insurance

Insurance Value: 145,150.00 (USD)

### Customer provided Certificate of Insurance

CUSTOMER agrees to provide insurance for the insurance value indicated above.

Agree: \_\_\_\_\_ (initials)

### Carrier Loss & Damage Waiver

CUSTOMER elects not to provide insurance for the equipment rented. CUSTOMER requests Carrier Rental Systems' Loss & Damage Waiver and agrees to pay all applicable charges.

Agree: \_\_\_\_\_ (initials)

### Requested Delivery information

Delivery times are confirmed by Carrier Rental Systems

Delivery: \_\_\_\_\_  
Date Time (AM/PM)

Contact: \_\_\_\_\_  
Print Name Telephone

Ship To Address: \_\_\_\_\_


### **Authorization**

CUSTOMER accepts this quotation, including the applicable Terms and Conditions (Which are available for review on our web site at [www.carrierrentals.com/customer](http://www.carrierrentals.com/customer)), Customer Responsibilities and Equipment Instructions.

\_\_\_\_\_  
Authorized Signature Print Name Date

\_\_\_\_\_  
Title Company Name Purchase Order




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## Carrier Terms and Conditions

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement.
2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS-** In the event Carrier is delayed in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties, Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay and Carrier shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume production.
7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) -** Customer shall:
  - Provide safe and reasonable equipment access and a safe work environment.
  - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
  - Promptly notify Carrier of any unusual operating conditions.
  - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
  - Provide adequate water treatment.
  - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
  - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
  - Operate the equipment properly and in accordance with instructions.
  - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
  - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
11. **EXCLUSIONS-** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.





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### Carrier Terms and Conditions Cont:

**12. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only)** – Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an ‘equipment condition’ report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

**13. PROPRIETARY RIGHTS (Service Contracts only)**- During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

**14. LIMITATION OF LIABILITY**- Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Carrier shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Carrier’s negligent acts or omissions directly contributed to such injury or property damage. Carrier’s maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Carrier under this Agreement.

**15. CANCELLATION**- Customer may cancel this Agreement only with Carrier’s prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

**16. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** – Customer shall have the right to terminate this Agreement for Carrier’s non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

**17. CARRIER TERMINATION** – Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

**18. CLAIMS**- Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

**19. GOVERNMENT PROCUREMENTS**- The components, equipment and services provided by Carrier are “commercial items” as defined in Section 2.101 of the Federal Acquisition Regulations (“FAR”), and the prices of such components, equipment and services are based on Carrier’s commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

**20. HAZARDOUS MATERIALS**- Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier’s performance shall be extended accordingly, and Carrier shall be compensated for the delay.

**21. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

**22. SUPERSEDE, ASSIGNMENT and MODIFICATION**- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier’s prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

**23. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

**24. FOR WORK BEING PERFORMED IN CALIFORNIA:** Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, California 95826.

Equipment and/ or Service  
CCS-TCES 040811

## Patrick Sweeney

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**From:** Aaron Baggao (La Brea Air) <Aaron@LaBreaRentals.com>  
**Sent:** Tuesday, March 24, 2015 4:12 PM  
**To:** Patrick Sweeney  
**Cc:** 'Aaron Baggao (La Brea Air)'; 'Kim Murillo'  
**Subject:** Palm Springs - Chiller Rental Quote

Patrick,

Thanks for the inquiry!

Monthly Rental of a nominal 280 Ton air cooled chiller, 460v, 3 phase 60 hz, 560 amps, on a trailer is: \$15,000.00

Delivery, setup, startup, breakdown and pickup: \$3,588.00

No Permits, cranes, electrical power, or points of connection included

Includes: pump, 100ft of hoses, 100ft of power cable

**Aaron Baggao**  
**Sales Engineer**  
**La Brea Rentals**  
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