



1550 Larkin Williams Rd  
Fenton, MO 63026  
833-273-RENT

**April 15, 2024**

**City of Kirksville, Mo**

201 South Franklin  
Kirksville, MO 63501

**Attn: Tim Reed**

Ph: 660-665-2861

Fax:

Cell:660-341-8779

**RE: City of Kirksville MO**

**Proposal # OP-594813**

**Project Location: North East Over Flow Annual Agreement**

Dear Mr. Reed,

Velocity is pleased to offer the attached quotation for the equipment that was requested for your pumping application. Should there be any questions or concerns regarding this quotation, please feel free to contact me at the number provided. The following rental rates are reduced considerably from the standard monthly rates assuming this is a renewable annual rental contract. The rate will remain in place and renew at the end of each calendar year unless either party determines to cancel the contract at which time the monthly rate will revert back to the original local rental rates on the separate agreement dated April 15th, 2024. Suction lift not to exceed 10', Discharge to Open Channel with Flows of 3,000-4,000 Depending on hydraulic conditions and the discharge gate setting. (artificial head will be required on discharge)

Thank you for the opportunity to work with you on this project. If we can be of any further assistance, please let us know.

Sincerely,

**Joe Beffa**  
Outside Sales  
314-852-5385

We are pleased to provide you with a quotation on the following items.

**Rental Items:**

	<i>Day</i>	<i>Rental per Week</i>	<i>Month</i>
(1) DPC300 12" x 12" Diesel Driven OPEN Dri-Prime w/ GL10 TRAILER			
(7) 12" x 10' Black Water Suction Hose w/ QD			
(2) 12" 90 Degree Elbow			
(1) 12" Gate Valve			
(1) PrimeGuard Level Transducer			

<i>Total rental per</i>	<b>\$784.98</b>	<b>\$2,354.94</b>	<b>\$7,064.82</b>
	<i>Day</i>	<i>Week</i>	<i>Month</i>
		<i>3-7 days</i>	<i>17-28 days</i>

- Estimated delivery of all equipment is \$3,000.00
- Estimated pickup of all equipment is \$3,000.00
  
- Estimated installation of equipment is \$7,331.43
- Estimated teardown to prepare equipment for pickup is \$7,331.43
  
- 250 Hour maintenance, per occurrence is available upon request

## TERMS AND DEFINITIONS

Rented Equipment:	All Rental Items detailed in the Rental Contract.
Rental Charge:	Rental fees charged within each 28 day billing cycle.
Rental Day:	One Calendar day, for diesel units, not exceeding eight (8) hours running.
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.
Scheduled Rate:	The rates outlined in the Rental Contract.
Standby Rate:	The Standby Rate is 75% of the Scheduled Rate. Standby is for a "second" or additional back-up pump to be running in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the Scheduled Rate will apply.
Overtime Running:	For diesel units, all Scheduled Rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8 hour rate will be multiplied by 1 1/2 times the Scheduled Rate. If used for a triple shift, the rate will be multiplied by 2 times the Scheduled Rate.

Billing Cycles	3-7 Days	=	1 Week
Based on Open	8 Days	=	1 Week and 1 Day
Terms Approval	9 Days	=	1 Week and 2 Days
	10-14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17-28 Days	=	1 Month
Billing Cycle	3-7 Days	=	1 Week
COD Customers			

**Insurance Coverages:** Customer is responsible for obtaining property coverage at replacement cost and Cogent Inc, DBA Velocity included as a loss payee, general liability with limits of not less than \$1M occ/@2M aggregate, waiver of subrogation and that their insurance is primary and non-contributory to any other insurance available. A copy of the Certificate of Insurance, "COI" shall be provided to the Customer's contact at Velocity to be placed on file.

**Environmental Fee:** Environmental Fee is charged at 1.75% of Rental Charge for all applicable Rented Equipment with a minimum charge of \$6 and maximum charge of \$70 per individual piece of equipment, with maximum of \$140 per 28 day billing cycle.

**Off Rent Call Confirmation:** It is the responsibility of the customer to call into the Owner's local branch office and obtain an Off Rent - Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and staged in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.

**IMPORTANT: Obtaining an Off Rent Call Confirmation does not release Customer from its obligations to safeguard and secure equipment, including maintaining required Insurance Coverages, while Rented Equipment remains under Customer's care, custody or control pending return of all Rented Equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure Rented Equipment while awaiting pickup.**

The rental pricing in this proposal is based upon a 40 hour per week runtime on the diesel pump. For pump runtimes of 40-80 hours per week an additional \$633.15 per week, per pump will apply to the rental pricing quoted above. For pump runtimes in excess of 160 hours per month an additional \$1,899.45 per month per pump will apply to the rental pricing quoted above.

All rental equipment should be returned as clean as it was given to you. If it is not returned in this manner, a cleaning charge will be added to the final invoice. This will consist of a time and material charge based on the time needed to perform the cleaning.

Fueling of diesel engine driven equipment is not part of this proposal and is the responsibility of the Customer. An auxiliary fuel tank can be provided for an additional charge.

All diesel engine driven equipment requires preventative maintenance every 250 hours of runtime. This is the responsibility of the Customer. Velocity can provide this service at an additional cost. Overdue maintenance fees will be charged at conclusion of rental for pumps returned without preventative maintenance services. Fees will be charged based upon the number of 250 hour maintenance windows missed during the rental, not including additional damages which may have been incurred due to lack of proper maintenance.

**TERMS AND CONDITIONS**

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

ACCEPTED THIS DATE \_\_\_\_\_ BY \_\_\_\_\_  
COMPANY \_\_\_\_\_ TITLE \_\_\_\_\_  
PURCHASE ORDER NO. \_\_\_\_\_