



# PROPOSED CONTRACT MODIFICATION (02)

PROJECT:	WWTP Dewatering Improvements	PROJECT NUMBER:
OWNER:	Town of Little Elm	2023-17
CONTRACTOR:	Red River Construction Co., Inc.	367
ENGINEER:	Freese & Nichols, Inc.	LTE22844

DESCRIPTION: Belt Filter Press Rental Services

PCM No: 03

## NOTIFICATION TO CONTRACTOR:

The Owner proposes to make the additions, modifications or deletions to the Work described in the Contract Documents as shown in Attachment "A". We request that you take the following action within 10 calendar days:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount. A Field Order will be issued.
- ☒ Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal. Submit a shop drawing of the proposed modification for Engineer's review.
- ☐ Proceed with the change. Payment will be made at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

By: Erin Flanagan

Date: 06/13/2024

## CONTRACTOR'S RESPONSE:

We respond to your request as follows:

- ☐ We propose that this is a no cost or time change. Issue Field Order.
- ☒ We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.
- ☐ We are proceeding with the change at the unit price bid.
- ☐ We are proceeding with the change under the time and materials provisions of the Contract.

By: Rick Willis

Date: 06/13/2024

## ACTION TAKEN:

- ☐ Proposed Contract Modification rejected. See comments.
- ☐ Field Order will be issued.
- ☐ Change Order will be issued.

By: \_\_\_\_\_

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


**PROPOSED CONTRACT MODIFICATION  
ATTACHMENT A**

*The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.*

A temporary 2.0-meter belt filter press will be used to dewater solids during the demolition and construction activities associated with improvements to the Town's Solids Dewatering Building. The temporary belt filter press shall be housed in a trailer with an air-conditioned control room. The temporary belt filter press and the associated sludge transfer pump(s) shall have electronic VFD controls. An automated emulsion polymer make down system shall be provided with the system.

An equipment rental agreement shall be coordinated by the Contractor with either Aspen Rentals or Renda Environmental for the temporary belt filter press. The duration for the rental is 150 days (or 5 months). This duration includes the 120 days (4 months) the rental shall be in operation to cover the construction schedule to complete the work. An additional 30 days (1 month) will be included for mobilization and demobilization of the temporary belt filter press.

Contractor to prepare a detailed cost proposal outlining the effort associated with coordination of the belt filter press equipment along with the rental agreement. Start-up and break-down assistance to be provided by the Town.

  
*Erin Flanagan*  
06/13/2024

FREESE AND NICHOLS, INC.  
TEXAS REGISTERED  
ENGINEERING FIRM  
F-2144

By: Erin Flanagan

Date: 06/13/2024

DESCRIPTION OF CONTRACTOR'S PRICE FOR PROPOSED MODIFICATION

PROJECT: Wastewater Treatment Plant Dewatering Improvements

OWNER: Town of Little Elm, Texas

CONTRACTOR: RED RIVER CONSTRUCTION CO.

ENGINEER: Freese and Nichols, Inc.

REFERENCE: Belt Filter Press Rental Services

Aspen Rental Agreement sent by City Dated 05/23/2024

PROJECT NUMBER

2023-17

367

LTE22844

Date: Jun. 13, 2024

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

As per the the City's request and RCP-003 - Belt Filter Press Rental Services, we have priced the rental, transportation, Aspen's Fees. The cost of this change will be as follows:

4 ea Aspen KOM1001 Belt filter rental 1 month	15000.00	\$60,000.00
2 ea Transportation of unit	3000.00	\$6,000.00
3 ea Aspen Technician	1400.00	\$4,200.00
1 ea Aspen cleaning fee	2500.00	\$2,500.00
<b>SUBTOTAL:</b>		<b>\$72,700.00</b>
Contractor's Profit		<b>\$10,905.00</b>
Bond		<b>\$1,045.06</b>
<b>TOTAL:</b>		<b>\$84,650.06</b>

Note: Setup, operation and maintenance will be provided by The City. Any damages, Repairs, Additional Aspen Tech Fees or other costs will result in charges added to future Change Orders.

Prepared by: **Red River Construction Co.**

By: 

**Rick Willis, Project Manager**



Contract #: 24-0523-001

Date: 05/23/24

# KOM1001 - RENTAL AGREEMENT

## Section 1: PARTIES OF THIS AGREEMENT

This Equipment Rental Agreement is between Aspen Rentals, Inc., a Texas Corporation, located at 23603 N. Hwy. 288 in Angleton, Texas 77515 (“Lessor”) and Town of Little Elm, TX (“Lessee”).

## Section 2: GENERAL RENTAL TERMS

This Agreement shall commence on the day the unit leaves the Aspen Rental facility in Angleton, Texas. This date is expected to be on or approximately 07/01/2024, (“the Commencement Date”) and shall expire on or approximately 10/30/2024 (“the Expiration Date”). The LESSEE may verbally request a renewal or extension at least ten (10) days prior to the Expiration Date of this contract. Once the terms of this agreement have been satisfied, the rental rates may be extended daily, weekly or long term on a prorated basis. Prorated rental rates are calculated by taking the monthly rate and dividing it by 30.

**It is agreed and understood that the payment terms for this agreement are NET 30 days for rental equipment and labor (labor billed bi-weekly) and transport charges are NET 10.**

## Section 3: NOTICES AND CONTACTS

Any notice, payment, or document required or permitted to be delivered there under, except for the notice of payment required to pursuant to the terms hereof, shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, addressed to the parties hereto at:



**LESSOR:**

**Mail**

Aspen Rentals, Inc.  
23603 N. Hwy. 288  
Angleton, TX. 77515

**Sales and Marketing Director**

Mark Varner  
[sales@aspen-rentals.com](mailto:sales@aspen-rentals.com)  
(979) 341-3923 – Mobile

**Transportation and Logistics**

Crystal Cisneros  
[ccisneros@aspen-rentals.com](mailto:ccisneros@aspen-rentals.com)  
(979) 215-0184 – Mobile

**Operations Manager – for all aspects of a project once they are contracted.**

Brandon Booth  
[brandonbooth@aspen-rentals.com](mailto:brandonbooth@aspen-rentals.com)  
(979) 201-1329 – mobile

**Billing Questions**

Robi Booth – V.P.  
[robi@aspen-rentals.com](mailto:robi@aspen-rentals.com)  
(979) 201-9515 – mobile

Robin Bryant Controller-AP/HR Director  
[rbryant@aspen-rentals.com](mailto:rbryant@aspen-rentals.com)  
(979) 201-3748 - Mobile

**LESSEE: (PLEASE FILL OUT INFORMATION BELOW)**

Billing Address:	Shipping Address:

AP Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_



#### Section 4: RENTAL EQUIPMENT

**It is agreed and understood that the payment terms for this agreement are NET 30 days for rental equipment and labor (labor billed bi-weekly) and transport charges are NET 10.**

- Rental rates are for 30-day periods of usage unless otherwise stated. Rent payments are due NET 30 From the date of invoice.
- Technicians will be billed bi-weekly for the previous week. Payments shall be made NET30. Minimum Daily Rate of \$1,400
- Each additional hour over 12 hours is billed at \$135.00 PER HOUR.
- If the belts are damaged or contaminated to the extent that they can no longer be used, Lessee shall immediately pay Lessor \$5,800.00 per set of belts.
- If applicable: Emergency Belt Sets are \$5,800 each. If belts are not used, they can be returned to Aspen Rentals for a refund, less a 20% restocking fee.
- Specialty belts will be charged on a case by case basis.
- A cleaning fee up to \$2,500 per press can be charged in the event that Aspen has to clean the equipment after rental.

***\*\*\* Please see following tables for agreed upon equipment requested and pricing that was agreed upon***



## **“Equipment Rates”**

**\*\* Prices are per month, per unit\*\*    \*\* Rental Prices are billed Portal to Portal**

<b>Pricing for Rental Unit For 12 hour/Day</b>	<b>Units</b>	<b>Select</b>	<b>Market Price per unit</b>
Belt Press(es)	1	<input checked="" type="checkbox"/>	\$15,000
Centrifuge(s)	0	<input type="checkbox"/>	\$14,500
GBT(s)	0	<input type="checkbox"/>	\$12,000
<b>Optional Ancillary Equipment</b>	<b>Units</b>	<b>Select</b>	<b>Price</b>
4” Skid Mounted Filtrate Pump w/VFD	0	<input type="checkbox"/>	\$2,560
4” Positive Displacement Pump	0	<input type="checkbox"/>	\$3,870
6” Skid Mounted Filtrate Pump w/VFD	0	<input type="checkbox"/>	\$2,900
Submersible Electric Pump	0	<input type="checkbox"/>	\$2,560
40’ Belt Conveyor w/Stand and Electrical Controls	0	<input type="checkbox"/>	\$3,175
Automated Emulsion Polymer Make Down System	0	<input type="checkbox"/>	\$2,070
Polymer Tank and Mixer Make Down System	0	<input type="checkbox"/>	\$2,070
15 GPM Polymer Dosing Pump w/VFD and Stand	0	<input type="checkbox"/>	\$1,800
50 GPM Polymer Dosing Pump w/VFD and Stand	0	<input type="checkbox"/>	\$2,070
In Line Grinder w/VFD Skid	0	<input type="checkbox"/>	\$3,175
4” Camlock, 25’Hose (4 hoses come w/each rental)	0	<input type="checkbox"/>	\$120
2” Camlock, 25’Hose (2 hoses come w/each rental)	0	<input type="checkbox"/>	\$95
¾” Camlock, 25’Hose	0	<input type="checkbox"/>	\$60
<b>Total Monthly Charges</b>			



### **“Technician Rates”**

<b>Technicians</b>	
Daily Rate – 12 hours	\$1,400/man/day
Holiday Rate – 12 hours	Double time
Additional hours over 12	\$135/hr
Shop Rate	\$91.66/hr
Prevailing wages	To be determined by location
Standby Rate	To be determined by job
Technicians swap out rate	\$2,500 (One Time Charge per Event)
	** Technician times are billed Portal to Portal

### **“Transportation Rates”**

<b>Mobilization/Demobilization Rate</b>	
Mobilization to jobsite	Based on rate +20% at time of move
Demobilization from jobsite	Based on rate +20% at time of move

\*\*\*Lessee has option to waive Aspen Rentals transport and schedule transportation at their own cost

*Aspen Rentals to arrange transportation* ☒ *Lessee will arrange transportation* ☐

### **ACCEPTED BY:**

Printed Name and Title:

\_\_\_\_\_

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

**\*\*\* Purchase Order shall be issued by lessee for each job based on these accepted rates.**

**P.O. # assigned** \_\_\_\_\_





## **KOM1001 – 2.2 M Komline**

- Standard Gravity Zone
- Large, air-conditioned control room
- Pumps and press have electronic VFD controls
- Automated emulsion Polymer make down system
- BP-6100 Trailer: Year-1987, Make/Model-Aztec/UT
- 11' 11" Wide x 48' Long
- Weight: 48,000 lbs.
- VIN#-1AZBR4E15H1018026
- License Plate-X62620
- Note: Belts will be in good condition.
- Aspen will provide a minimum of 50' of SO cord.
- Aspen will provide (4) 4" Hoses, 25' Long Each (100' Total) for sludge feed.
- Aspen will provide (2) 2" Hoses, 25' Long Each (50' Total) for water.



Section 5: EXECUTION OF CONTRACT AGREEMENT

By signing this contract, I acknowledge that I have read and agree to the terms and conditions of the contract including the sections after the signature page (Standard Terms through the Entire Agreement section on the last page).

**Lessee:**

\_\_\_\_\_  
Please Sign:

\_\_\_\_\_  
Please Print:

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

\_\_\_\_\_  
Date:    /    /2024

**Lessor: Aspen Rentals, Inc.**

\_\_\_\_\_  
Please Sign:

\_\_\_\_\_  
Please Print: Mark Varner

\_\_\_\_\_  
Title: Director of Sales & Marketing

\_\_\_\_\_  
Date:    /    /2024

Please submit the following items with the executed contract:

- Proof of Insurance
- Tax Certificate (if applicable)



### STANDARD TERMS

1. This Agreement shall commence on the day the unit leaves the Aspen Rental facility in Angleton; Texas subject to Lessor's approval. ("the Commencement Date") and shall expire on the date of return of equipment to Angleton, Texas. ("Expiration Date"). The LESSEE may verbally request a renewal or extension at least ten (10) days prior to the Expiration Date of this contract. Once the terms of this agreement have been satisfied, the rental rates may be extended daily or weekly on a prorated basis. Prorated rental rates are calculated by taking the monthly rate and dividing it by 30.
2. In the event of a renewal or extension of this Agreement, LESSEE agrees to pay the sums specified by Lessor and to abide by the same terms and conditions specified in this Agreement, and hereby acknowledges, confirms, and ratifies that all terms and conditions of this Agreement shall remain in full force and effect.

### DELIVERY AND INSTALLATION

Upon the Commencement Date (as defined above), Lessee, at Lessee's sole cost and expense, shall transport the Equipment to the project site. Before the last day of the rental term or the last day of any extension of this lease, Lessee, at its sole cost and expense, shall deliver the Equipment back to Lessor's facility in Angleton, Texas.

### RENTAL RATES, LATE CHARGES, AND COSTS

1. Lessee agrees to pay the Lessor rent for the unit and all ancillary Equipment selected in this agreement herein referred to as "Equipment." Rental shall commence when unit leaves Aspen's facilities and shall expire when unit or units are returned back to Aspen's facilities and passes all inspections (inspections done immediately upon return). The Second month's rent will be billed when the unit is shipped. First month's rent and mobilization are required prior to shipment.
2. All payments from Lessee shall be made to Lessor by certified funds or electronic payment. (Preferred method of payment is ACH)



### 3. Late Charges and Fees

- a. The execution of this agreement (1) authorizes Lessor to charge interest on outstanding balances past payment terms at an annual percentage rate of 18% or to the extent permitted by law, (2) authorizes the Lessee's banks and trade references to release any requested information to Lessor for use in the evaluation of this request for credit extension, and (3) acknowledges that Customer has read Lessor terms and conditions and agrees to be bound by their terms.
- b. It is agreed that monies owed to Lessor past due, as per the invoice date, must be paid prior to the pickup of the press for return,
- c. Rental charges continue to accrue if there are damage charges in excess of the deposited funds, until past due monies are paid.
- d. **It is further understood and agreed that Lessor has full rights to legally access the project sites to which their Equipment is being utilized to safely shut down all use of Lessor's Equipment for unsafe operations and late or non-payments by Lessee.**

4. Lessee further agrees that any Technician whom Lessee intends to operate the Equipment shall be fully trained in the operation of the Equipment and has been thoroughly trained in the safe operation of the unit.

5. **If Lessee contends that it is not obligated to pay sales tax on this transaction, Lessee must attach a copy of a sales tax exemption certificate from Lessee of Lessee's contracted client.** If none is attached, Lessee will be responsible for all State and Local Sales Tax associated with this Agreement.

6. Please see Section 4 to review Equipment and make appropriate selections. The selected equipment is the equipment Lessee will be receiving. All other equipment is optional, additional, ancillary equipment that can be provided upon selection and request.

### 7. Optional- Belt Press Technician

Aspen Rentals charges a minimum daily rate per technician, per shift. A shift is defined as a tech working 12 hours or less. A 24-hour day is considered 2 shifts.

- Aspen technicians are port hole to port hole. The daily rate charges begin to accrue once the Aspen technician departs from Aspen Rentals until the time the Aspen technician arrives back at Aspen Rentals facility.
- Technician fees are billed per technician, per shift, 7 days a week.
- Holiday pay will be double time per technician, per shift.
  - A holiday will be defined as all federal holidays.
- This rate includes all fees such as hours on-site, standby, truck, driving, hotel and per diem.
- This rate does NOT include airline travel when necessary.



- Flights are billed at cost plus 20%.
- Technicians are subject to availability.
- Aspen rentals technicians will provide their own basic safety equipment such as hard hats, steel toe shoes or boots, high visibility safety vest and safety glasses. Any additional safety equipment, courses, training, insurance, or certifications will be billed to lessee at cost plus 20%.

#### 8. Optional- Transportation

- a. Mobilization transportation is quoted by utilizing Aspen Rentals transport services by third party at a rate of cost plus a 20% markup. Lessee may use any transporter with acceptable insurance if they choose to save an additional 20%. Lessee must give a 10-day advance notice for a demobilization date, or Lessee may have additional rental days due to transportation delays or holidays. Mobilization charges are billed NET 30. Demobilization charges are billed NET 30 from the day the Equipment arrives back at Lessor facilities. All transportation fees are valid for 14 days from the date on the contract.

**\*\*If Lessee has opted to demobilize the press and “equipment” at their own expense, Lessee will be responsible for all incidentals including but not limited to, tires, permits, DOT violations, tickets, and demurrage time. Lessee will be responsible for any crane fees. (If needed).**

#### TITLE TO “EQUIPMENT”

1. The equipment shall at all times be and remain the sole and exclusive property of Lessor, and Lessee shall have no rights, titles, or interests to the Equipment other than the right to use the Equipment under this Agreement and pursuant to the terms and conditions herein contained.
2. By signing this Agreement, Lessee agrees that Lessor has full rights, titles, and interests to the Equipment and waiving and releasing any lien rights or other interests in and to the Equipment.
3. Lessor and Lessee agree that Lessor has the requisite authority and right to rent the Equipment to Lessee on the terms and conditions specified herein.

#### REMOVAL, INSPECTION, AND RETURN

1. The Equipment shall not be removed from the place of its initial installation without the prior written consent of Lessor. Lessee shall, at all times, allow Lessor or its agents or representatives access to the project location and all rental Equipment to examine and inspect the Equipment.
2. Lessor may shut down the use of Equipment or can remove the Equipment from Lessee's premises if; after ten (10) days following notice of late payments, or after the contractual



“Expiration Date” or any extension thereof, or upon default of this contract, such Equipment that has not been returned to Lessor. In the event Lessor is forced to retrieve the Equipment, as well as any late charges and per diem rent accruing after the Expiration Date or any extension thereof. While the Equipment is in Lessee’s possession, Lessee agrees to keep the Equipment in good condition and in a safe manner pending such removal.

3. Lessee shall be responsible for decontaminating the Equipment and shall deliver the Equipment to Lessor in a clean and acceptable condition to Lessor. It is understood and agreed that decontamination and cleaning are of extreme importance and must comply with US DOT and EPA rules and regulations regarding vehicle/trailer cleanliness and waste transport. Lessee shall give Lessor a written inventory of the condition of the Equipment before its removal.
4. Prior to returning the Equipment, Lessor shall have the right to inspect the Equipment for proper decontamination, cleaning, and damage. **If Equipment is damaged, other than routine wear is found, Lessee shall immediately be financially liable to Lessor for all parts and labor necessary to restore the Equipment to its pre-rent condition.** The listed price of the belts above is set for the term of this contract. There will be an adjustment to this price (in writing) if the specifications for the type of belt or material changes during the term of this contract. The existence and extent of damage and the necessity of repair and/or replacement of the Equipment and belts shall be at Lessor’s sole discretion.

#### INDEMNITY AND LIMITATION OF LIABILITY

1. Lessee agrees to defend, hold harmless, and indemnify Lessor for any liability, claim, loss, damage, injury (including personal injury) or expense of any kind or nature caused directly or indirectly by Lessee’s property and services at the project site, except to the extent caused by the negligence of Lessor.
2. Lessor agrees to defend, hold harmless, and indemnify Lessee for any personal liability, claim, loss, damage, personal injury, or expense of any kind or nature caused directly or indirectly by Lessor’s property and services at the project site, except to the extent caused by the negligence of Lessor.
3. Notwithstanding the foregoing, under no circumstances shall either party be liable to the other party for any incidental, consequential, special, punitive, or other damages other than actual direct damages to Lessor’s Equipment. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent, or other negligence and strict liability of any protected individual or entity), indemnity, statute, or otherwise except for damages to Lessor’s Equipment. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.



4. To the extent that a skid mounted belt press or any other Equipment is maintained and operated on site on the trailer that the press or Equipment is delivered on, the Lessee will have the responsibility of ensuring that all OSHA and MSHA regulations are conformed with, pertaining to the safety requirements of all operators on the unit. This includes, but is not limited to, safety rails, enclosures, tie-offs, fall prevention and access points, electrical connections, etc.

#### OPERATION, MAINTENANCE, AND REPAIR

1. Lessee shall comply with and conform to all Municipal, State, and Federal laws, including without limitation all environmental laws, relating to maintenance, operation, and repair of the Equipment. Lessee shall maintain the Equipment in good condition and running order at all times during the term of this Agreement and any extensions thereof but shall not be responsible for normal wear and tear, save and except filter belts and damage caused by Lessee's operations, for which Lessee shall be responsible.
2. Routine maintenance of this unit is the sole responsibility of Lessee. Specifically, Lessee shall be responsible for washdowns, lubrication, and operational inspections.
  - a. Following the first 72 hours of operational run time of units Lessee will fill out a Customer Belt Press Acceptance Checklist (Page 16 of this Rental Agreement) outlining any issues with the press. Aspen will then address those issues. This form will be returned to [Sales@apen-rentals.com](mailto:Sales@apen-rentals.com). If no form is sent within 72 hours of runtime it will be understood that there are no issues.
  - b. Following the initial 72 hour run time period all maintenance and parts will be the responsibility of the Lessee.
3. If damage is caused by Lessee, Lessee will be responsible for repair costs. Examples of possible damage by Lessee would include electrical spike, overloading and stretching belts, not performing greasing of bearings as directed.
4. All additions, attachments, accessories, and repair parts at any time placed in or on the Equipment shall be purchased by Lessee from Lessor and shipped the next day to Lessee's location for immediate repair to facilitate limited downtime for repairs.
5. Lessee agrees and understands that the Equipment shall only be used on non-hazardous sludge. Lessee further acknowledges and confirms that Lessee is responsible for damage to the filters or rollers if damaged by overloading.

#### RISK OF LOSS AND INSURANCE

1. All risk or loss or damage of the Equipment shall be borne by Lessee from and including the arrival date of this Equipment on Lessee's property through and including the exiting Lessee's property.
2. In the event that the Lessee arranges, contracts and/or provides transportation for the listed Equipment, it will be the Lessee's responsibility to ensure that all suitable insurance, as





defined by attached rider specifications, is in place from the date the Equipment leaves Lessor's property to the time that it is returned to the Lessor's property at the end of the term of this contract.

3. At all times upon arrival of the Equipment at the project location, Lessee shall have and maintain insurance with respect to the Equipment against risks of casualty, for (including so-called extended coverage), theft, and all other insurable risks, in the amounts specified Exhibit "A" attached hereto and incorporated herein by reference. All such policies shall name the Lessor as an additional insured as respects liability arising for work or operations performed by or on behalf of Lessee (excluding Workers' Compensation/Employer's Liability coverage), but only to the extent losses are caused by: (1) operations performed by or on behalf of the named insured, and (2) Lessee's negligence or willful act or omission. Lessee shall deliver to Lessor a certificate of insurance, the policies themselves, or other evidence of insurance satisfactory to Lessor on or before the Commencement Date. Lessee covenants and warrants not permitting such insurance to lapse and, should such a lapse occur, to promptly notify Lessor and reinstate such insurance coverage.

#### DAMAGE, DESTRUCTION, OR THEFT

If Equipment is damaged by acts of God, vandalism, or theft while on the project site; Lessee will file insurance claim and Lessee agrees to continue to pay the amounts set forth in Section 6. In every such instance, Lessor will reimburse Lessee for the cost of repair to the extent Lessor recovers any insurance proceeds covering such damage. In the event the Equipment is destroyed, stolen, or damaged beyond repair, Lessee shall forthwith pay to Lessor the agreed upon replacement value for the Equipment less (a) the salvage value, if any, of the Equipment, and (b) any insurance proceeds received but Lessor. The parties hereto agree that the replacement value of the Equipment during the term of this Agreement and any extension or renewal period that is specified in Section 18, Article #2 of this contract.

#### ASSIGNMENT AND SUBRENT BY LESSEE

Lessee may not assign the Agreement or sub rent the Equipment without the prior written consent of Lessor. In the event Lessor consents to any such assignment or subletting, such assignment or subletting shall not relieve Lessee of its obligation under this Agreement unless otherwise agreed to by Lessor in writing.

#### ASSIGNMENT BY LESSOR; RIGHTS OF ASSIGNEE

The Lessor shall have the right to sell or assign this Rental Agreement, including its rights, title, and interest to the Equipment and the rent and other charges reserved herein, without notice to or





the consent of Lessee. In the event of any such assignment by the Lessor, the Lessee acknowledges that the assignee shall there upon acquire all of the rights and remedies possessed by or available to the Lessor. Upon receiving written notice of any such assignment, the Lessee shall thereafter make rental payments as therein directed.

#### EVENTS OF DEFAULT AND REMEDIES

1. The following events shall be deemed to be events of default by the Lessee under this Agreement:
  - a) Lessee shall fail to pay any installment of the rent or any of the other amounts owing under Section 6 when due and payable, and such failure shall continue for a period of thirty (30) days.
  - b) Lessee fails to comply with any other term, provision, or covenant of this Rent Agreement and does not cure such failure within thirty (30) days after receipt of written notice thereof by the Lessor.
  - c) A change of control within Lessee occurs. For purposes hereof, the term "Change in Control" shall be deemed to occur if (1) there shall be any sale, lease, exchange, or other transfer ( in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Lessee, or (2) the directors or partners of any entity of the Lessee shall approve any plan or proposal for liquidation or dissolution of the Lessee, or (3) any person shall become the beneficial owner of 51% or more of the outstanding interests of any entity of the Lessee other than those persons who are, as of the date of this Agreement, beneficial owners of any entity of the Lessee.
  - d) Lessee becomes insolvent or unable to meet its obligations as they mature, make a general assignment for the benefit of creditors, or consent to the appointment of a trustee or a receiver, or admit in writing its ability to pay its debts as they mature.
  - e) The appointment of a trustee or receiver for the Lessee or for a substantial part of the properties of the Lessee without the consent of the Lessee.
  - f) The commencement of bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings by or against the Lessee and, if instituted against it, the same being consented to by the Lessee or remaining undismissed for a period of ninety (90) days.
2. Under the occurrence of any event(s) of default, the Lessor shall have the right to declare the balance of the rental and other charges payable hereunder to be immediately due and payable and shall have the immediate right to retake and retain the Equipment. Lessor shall further have any and all other rights afforded to it by law or at equity. Lessee and each surety, endorser, and guarantor, if any, waive all demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.



In the event a lawsuit is necessary to enforce and protect Lessor's rights and interest under this Agreement, Lessee agrees to pay Lessor's attorneys' fees and legal costs.

### SUCCESSORS, HEIRS, AND ASSIGNS

The terms, provisions, covenants, and conditions contained in this Rent Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, representatives, successors, and permitted assigns except as otherwise expressly provided.

### CHOICE OF LAW AND JURISDICTION

In the event of a dispute regarding the terms, provisions, construction, or enforcement of this Agreement, the parties agree that Texas law shall apply, and Lessee hereby submits itself to the sole jurisdiction of courts in Comal County, Texas, for purposes of resolving such a dispute.

### ASPEN RENTALS INSURANCE REQUIREMENTS FOR LESSEE

#### **1. Comprehensive General Liability**

##### **a. With limits not less than:**

- Bodily injury
  - \$1,000,000.00 any one occurrence
  - \$1,000,000.00 aggregate
- Property damage
  - \$1,000,000.00 aggregate

##### **b. Including the following:**

- Contractual liability applying to the liability assumed by the Lessee under this contract.
- Projects/Completed Operations Coverage
- Lessee's Protective Liability, insuring work sub-let.
- Personal Injury.
- Lessor shall be included as an additional insured.

#### **2. Property Equipment Coverage for the unit and conveyor**

- Coverage for the rental "Equipment" of \$450,000.00 (per unit) for primary Equipment.
- Coverage for the rental "Equipment" of \$25,000.00 (per unit) for portable pumps.
- Coverage for the rental "Equipment" of \$25,000.00 (per unit) for polymer systems.
- Coverage for the rental "Equipment" of \$35,000.00 (per unit) for stacking conveyor.

#### **3. Workers' Compensation**

##### **a. Statutory requirement for State in which work is performed.**

Employer's Liability with \$100,000.00 limits.



### ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties. This Agreement may not be amended, altered, or changed except by an instrument in writing signed by both parties hereto.

***\*\*Per OPERATION, MAINTENANCE, AND REPAIR (Section 2a on Page 12) This document must be signed and returned to [Sales@Aspen-rentals.com](mailto:Sales@Aspen-rentals.com) once the unit has been run for 72 hours once startup operation has begun.***

## **Customer Belt Press Acceptance Checklist**

This checklist is provided for our customers to inspect the belt press for all items that were shipped with the belt press. You will have 72 hours from delivery of belt press to your project site to inspect the press to determine that all items shipped were actually received. Failure to return this form within 72 hours will constitute acceptance on your behalf that all items that were shipped with the belt press, were received, and accounted for on delivery.

Customer: \_\_\_\_\_

Location: \_\_\_\_\_

Unit - \_\_\_\_\_

Employee: \_\_\_\_\_

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

Signature : \_\_\_\_\_

### **Checklist:**

☐ 100' of 4" Hose # \_\_\_\_\_

☐ Auger Assembly operational

☐ 50' of 2" Hose # \_\_\_\_\_

☐ Auger extension received

☐ Belts in good repair

☐ Polymer System operational

☐ Sludge Pump operational

☐ Handrails # \_\_\_\_\_

☐ Boost water Pump operational

☐ Catwalks operational.

☐ Paddles Tied (Remove them)

☐ Belt Motor operational.

☐ Tire Pressure (All tires checked)

☐ Visibly Inspected Tires & Hubs

☐ Landing Gear operational

☐ Control Panel operational

Any additional Equipment sent with Unit: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_