

IDAHO ENVIRONMENTAL COALITION, LLC

**SUPPLEMENTAL PROVISIONS FOR
EQUIPMENT RENTALS**

1. DEFINITIONS – See General Provisions

1.1 “Lessor” means the party to whom this Order is awarded.

2. ORDER OF PRECEDENCE – See General Provisions

3. CONTRACT TYPE

3.1 This Order concerns the rental of equipment. This Order may be a month-to-month rental, term operating lease, partial payout financial lease, full payout financial lease, or other as indicated on the Order. Unless otherwise agreed upon in writing by the Parties, the Rental rates of this Order are firm fixed rates, not subject to escalation. In addition, for purposes of insurance and risk of loss, the Order may list the fair market value of the equipment covered by this Order. If not listed, Lessor shall provide said information to Company prior to delivery.

3.2 For equipment specified as “operated” or “operated and maintained” Lessor shall comply with the correlating terms in the Order. Lessor shall provide the services of qualified operators, mechanics, or workmen as required for the equipment. Such services are included in the Rental Rates and shall be performed in accordance with the site work rules made a part of the Order.

4. CHANGES/MODIFICATIONS

4.1 The Company shall have the right to make changes to the Order. The Company’s SA or the Company’s Subcontract Manager are the only individuals authorized to bind the Company contractually in performance of Work under this Order.

4.2 Quantities of the equipment itemized in this Order may be added to or deleted from the Order at the stated Rental Rates in the Order.

4.3 Changes shall only be effective when made in writing by Company's SA. If any change affects the price or delivery of the equipment, Lessors shall notify the Company’s SA in writing within thirty (30) calendar days after such notice, the Lessor shall supply the Company’s SA with a completed Information Review/Change Order (“IRCO Form”), FRM-2210, to provide information regarding any modification supporting Lessor’s request, including a detailed estimate of the adjustment in Price. Subcontractor shall utilize the approved rates outlined in this Order.

4.4 If Lessor fails to do so, Lessor waives any claim for such adjustment. Lessor shall not suspend performance while Lessor and Company are in the process of making such changes and any related adjustments.

4.5 No Lessor claim is allowed after final payment under this Order. Further, except as may be expressly set forth in this Order and with the government contracting officer's express consent, this Subcontractor shall not acquire any direct claim or direct course of action against the U.S. Government.

5. OPTION TO PURCHASE EQUIPMENT – FAR 52.207-5 (FEB 1995)

5.1 The Government [or the Company] may purchase the equipment provided on a lease or rental basis under this [Order]. The [Company’s SA] may exercise this option only by providing a unilateral modification [or new order] to the [Lessor]. The effective date of the purchase will be specified in the unilateral modification and may be any time during the [rental] period of the [Order], including any extensions thereto.

- 5.2 Except for final payment and transfer of title to the Government [or the Company], the lease or rental portion of the [Order] becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification [or new order] required in paragraph (a) of this [Article].
- 5.3 The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification [or new order] required in paragraph (a) of this [Article], on the basis of the purchase price set forth in the [Order], minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this [Order].
- 5.4 The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government [or Company] [Order] if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."
- 5.5 [Title to the equipment shall pass to the DOE or Company upon completion of the sale].

6. OWNERSHIP AND TITLE

Unless the option to purchase is exercised, this Order does not convey any right, title, or interest in the equipment to Company or the Government, other than the right to use the equipment for the rental period. The equipment remains the property of the Lessor and will be returned to Lessor upon termination of the rental period. The Parties agree that the equipment shall remain personal property at all times, notwithstanding the manner of its use or annexation to real property.

7. DOCUMENTATION

Lessor shall provide all documents and instructions necessary for installation, operation, and maintenance of the equipment. As a minimum, Lessor shall furnish one (1) copy of assembly/installation instructions, operating instructions, maintenance manual, and parts list for each item of equipment furnished.

8. RENTAL PERIOD

- 8.1 Lessor shall deliver the equipment to Company on the first day of the rental period set forth in the Order.
- 8.2 Notwithstanding the rental period set forth in the Order, the rental period shall begin on the day and at the time the equipment arrives on the site and shall terminate on the day and at the time the equipment is removed from the site, or the day and time Company requests it to be removed, whichever is earlier. Lessor will be given a minimum of three (3) working days' notice if termination of the rental period is to be earlier or later than stated in the Order.
- 8.3 Unless otherwise requested by Company in writing, equipment shall be removed from the site within seven (7) calendar days after termination of the rental period. Failure by the Lessor to have the equipment removed within seven (7) days of Company's requested date will relieve the Company of any obligations for payment, maintenance, operations, use and any other within the terms. Further, if equipment is not removed from the site by Lessor, or instructions provided to Company for return, within seven (7) days after the termination of the rental period, Lessor shall pay to Company any costs of storage, special handling, or returning the equipment.

9. RENTAL CHARGES

- 9.1 The Company agrees to pay the rental rates shown in the Order for each item of equipment during the rental period set forth in the Order.
- 9.2 Rental rates contemplate maximum rental periods as follows: hourly, 1 hour; daily, 8 hours; weekly, 40 hours; and monthly, 176 hours; but use in excess of such periods shall not require payment of any overtime rate. Rental for any fractional rental period shall be pro-rated by multiplying the fractional

period by the rental rate. If the total rental calculated on the applicable rental period, exclusive of overtime, exceeds the quoted rate for the next longer rental period, the rental rate for the next longer rental period shall apply.

- 9.3 If an extension of the rental period is not authorized by Company or if Lessor fails to remove the equipment at the completion of the rental period, any charges thereafter shall be at the sole risk and responsibility of the Lessor.

10. DELIVERY AND TRANSPORT

- 10.1 Unless otherwise stated in the Order, Lessor shall deliver terms of this Order are F.O.B destination and are included in the Order Price. Unless otherwise stated in the Order, the equipment shall be delivered to the Company at Lessor's sole expense and risk to the location specified by the Company in the Order. The Lessor shall be responsible for arranging all shipments to the site and shall consign such shipments to itself as Consignee at the project shipping address, freight fully prepaid. The Lessor shall be responsible for making demurrage agreements and settlement with carriers for its shipments. The Lessor shall bear the risk of loss, destruction, or damage to the supplies until delivered at the designated delivery point, regardless of the point of inspection.
- 10.2 If the Order specifies F.O.B. origin, the shipment costs shall be pre-paid and added to the Order price. Since the Lessor is doing pre-paid and added for shipment, the Parties agree that the Lessor shall bear risk of loss or damage to equipment until delivery of conforming equipment, regardless of cause.
- 10.3 Unless otherwise stated in the Order, Lessor shall unload the equipment upon arrival at the site and shall load the equipment onto Lessor's conveyance upon termination of the rental period.
- 10.4 All special tools required for unloading, hauling, and loading out of the equipment shall be furnished by Lessor.
- 10.5 If routing is specified on the Order, Lessor shall strictly comply.
- 10.6 If applicable, Company shall return the equipment to Lessor in accordance with instructions from Lessor and Lessor shall bear all cost of transport and risk of loss while in transit.

11. INSPECTION

- 11.1 When delivered to the site, the equipment shall be in condition to render efficient, economical, and continuous service, and shall be equipped with necessary safety devices, including without limitation devices required by the Company's basic safety policy and by governmental authority having jurisdiction.
- 11.2 All equipment shall be subject to inspection and testing by the Company or its designee prior to shipment and at the site. Notwithstanding any inspection prior to shipment, final inspection and acceptance shall be at the site.
- 11.3 The Company reserves the right to reject nonconforming Goods and equipment. Company shall have the option either to require Lessor to remove and replace rejected Goods or equipment, without cost to Company, or to terminate the Order, and Lessor shall remove the rejected Goods or equipment at no cost to the Company.
- 11.4 On termination of the rental period, Lessor shall inspect the equipment prior to removal from the site and obtain signature of the Company's authorized representative on the inspection report, or Lessor shall sign the Company's inspection report. Lessor's failure to perform the inspection shall constitute acceptance of Company's inspection and final condition of the equipment.

12. TOOLS, SPARES AND SUPPLIES

- 12.1 All tools furnished with the equipment, with receipt of such tools documented, will be returned to Lessor with the equipment.

12.2 Lessor will furnish Company with a list of recommended spare parts, consumables, and supplies to be kept on hand and the cost to purchase such goods from Lessor. At the end of the rental period, any spare parts, consumables, and supplies purchased from Lessor, if unused and in new condition, may be returned to Lessor for full credit at Lessor's expense.

13. TRAINING AND USAGE ASSISTANCE

Lessor shall furnish, at no additional cost to Company, any services required to assemble the equipment for initial operation, train Company's operator for proper startup, usage, and operation, and to dismantle the equipment for return.

14. MAINTENANCE, OPERATION, AND USE

14.1 The Company will maintain the equipment in good order, normal operational wear and usage excepted. The cost of any repairs necessary to the equipment due to the sole negligence of Company or damage caused by Company not repaired prior to return to Lessor will be reimbursed to Lessor on the basis of actual detailed invoices for damage documented during a final inspection at the site.

14.2 Repairs due to failure of the equipment to perform as designed shall be the responsibility of the Lessor.

14.3 Company will perform or obtain the operational maintenance and service specified by Lessor unless maintenance service is part of the Order or a separate maintenance agreement. Repairs required during the rental period that are covered under a maintenance agreement are the responsibility of the Lessor.

14.4 Repairs which are the responsibility of Lessor shall be accomplished within forty-eight (48) hours after notification from the Company. When repairs are not completed by Lessor within forty-eight (48) hours to Company's satisfaction, the rental cost of the affected equipment will be reduced by deducting a prorated amount of the rental value for each work shift that the equipment is not in satisfactory operating condition.

14.5 The equipment will not be transported to any location other than the site without the prior consent of Company. Company will not permit the equipment to be opened, dismantled, or otherwise taken apart, except for maintenance authorized or performed by Lessor.

14.6 Unless otherwise specified in the Order, Company shall supply all operators and other workers, and shall provide all consumables and supplies required for Company's use, operation, and servicing of the equipment. If the Order specifies that the equipment is to be "operated" or "operated and maintained", Lessor shall, in addition to the other provisions of the Order:

14.6.1 Supply all operators, mechanics, and other workers reasonably required by Company;

14.6.2 Pay to or for such operators, mechanics, and workers, as employees of Lessor, all wages, salaries, payroll taxes, worker's compensation insurance and other costs incidental to their employment;

14.6.3 Obtain all necessary permits for such employees;

14.6.4 Comply with all site safety rules and regulations of Company, which requires, without limitation, compliance with the Occupational Safety and Health Act of 1970;

14.6.5 Conform to the basic labor policy of Company and refrain from employing any person or engaging in any activities which cause, or are likely to cause, a strike, work stoppage, or other similar concerted labor action;

14.6.6 Comply with all wage scales, reporting obligations, and other labor requirements established under Company's client contract documents and by any governmental authority having jurisdiction.

14.7 Whenever Lessor furnishes personnel for installation, startup, testing, inspection, maintenance, operation, or related services the following provisions shall apply, in addition to the other provisions of the Order, Lessor warrants that:

14.7.1 Lessor representatives shall be qualified and competent to perform the services.

14.7.2 The services shall be performed in accordance with accepted standards and shall conform to the requirements of the Order. Any services not so performed or not in conformity shall be corrected by Lessor at no cost to Company. If such deficiencies are not immediately corrected, Company may cause the same to be corrected for the account of Lessor.

14.7.3 Lessor shall pre-arrange with Company permission to enter the premises and be given access to perform maintenance services, to inspect the condition of the equipment, or to observe its use. Lessor shall, upon arrival at the site, report to Company 's designee and shall comply with all Company's site rules.

14.7.4 Prior to departure Lessor shall provide to Company a statement of the services performed and obtain Company's inspection and acceptance of the services.

15. WARRANTIES

15.1 All equipment furnished hereunder shall be new or in "like-new" condition, unless otherwise specified in the Order, and shall conform to the specifications, drawings, and other requirements of the Order. Substitutions shall not be made by Lessor without the express written consent of Company.

15.2 At any time during the rental period Lessor shall repair or replace nonconforming goods under the terms and conditions herein, at no cost to Company.

15.3 To the extent that Lessor provides engineering, design, or specifications the implied warranties of merchantability and fitness for purpose shall apply.

15.4 Lessor warrants that the equipment and services provided hereunder shall comply with all applicable codes, laws, regulations, standards, and ordinances.

16. INSURANCE

The requirements of the Insurance Article outlined in the General Provisions do not apply to the Lessor for equipment where no on-site work is performed. "On-site work" does not include normal delivery of equipment to the site. If there is on-site work, Lessor shall comply with the Insurance requirements outlined in the General Provisions.

END OF SUPPLEMENTAL PROVISIONS – EQUIPMENT RENTALS