



The Quantity You Need at the Quality You Want

21K Tanks - Mini Tanks - Double Wall Tanks - Poly Tanks - Open Top Tanks -
Containments - Diesel Pumps - Electric Pumps - Hoses - Filtration - Water
Treatment Systems - Vac Boxes - Dewatering Boxes - Sealed Roll Off Boxes -
Light Towers - Flameless Heaters - Generators - Air Compressor

August 18, 2025

City of Kingsport – Public Works

Will Stallard

1113 Konnarock Road

Kingsport, TN 37664

willstallard@kingsporttn.gov

RE: Fieldcrest Road Development

Assumptions:

All Equipment

1. BTPR provides 24/7 emergency service if there are any issues with the equipment.
2. Rental prices are calculated using estimates and are subject to change based upon actual quantity of material used and time actually rented.
3. Diesel driven equipment requires service every 250/500 hours depending on equipment type, to be performed by customer or BTPR for an additional cost.
4. The customer will be billed for any damages that occur to the equipment from misuse.
5. Fuel and DEF are not included for the equipment.
6. Equipment must be onsite for placement of equipment, unless otherwise arranged.
7. Although prevailing wage rates are not included in this quote, they can be added if necessary.
8. Site/Driveway/Road Restoration, regrading, seeding or strawing is not included in this quote. This includes repairing mud or ruts made with trucks, skid steers, telehandlers, or other equipment. We are not quoting to do any excavation
9. All invoices will include a 1.5% environmental fee.

Pump Specific Assumptions

10. Strainers are the customer's responsibility to clean.
11. Pump Estimated Flow rates are based on clean clear water of normal consistency with a specific gravity of 1. Water with sludge, trash, mud, ragging and anything that can clog pump or strainer will potentially reduce flow of the system.
12. Blue Tank and Pump Rental can only assist in helping the customer with any flow rates, final bid and setup flow rates must be the customers decision not BTPR.
13. Blue Tank must always have access to suction and discharge points.
14. Water must be onsite for flushing of bypass.
15. For Larger Pump Setups with 8", 12" or 18" pumps the cones on the manholes will likely need pulled if pumping from a manhole.
16. Pipe Plug Installation, Bracing, and Inflation is the sole responsibility of the customer. Blue Tank WILL NOT install and inflate or deflate pipe plugs.

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Scope of Work:

BTP will provide the equipment for this project.

System Description:

Customer Requested Flow Rate: 100 GPM

Flow Rate was determined by: Customer Given

The quoted system will use One (1) 4JSCM-24HP as primary and One (1) 4JSCM-24HP pump in backup capacity. This system will use 4" rubber hose as the suction point and 4" rubber as the discharge point approximately 40' away. In primary configuration this system is capable of handling approximately 100 GPM.



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Pricing:

Rental Equipment		
Item	Description	Quantity
1	4JSCM 24HP Yanmar (Primary)	1
2	4JSCM 24HP Yanmar (Backup)	1
3	4" x 20' Rubber Suction Hose	2
4	4" Strainer	2
5	4" Stepbow	2
6	4" 90*	2
7	4" x 20' Rubber Discharge Hose	3
8	4" Y	1
9	4" Check Valve	2
10	4" Bolt Kit	2
11	Auto Start Floats	2
12	Call Box	2
13	21K Frac Tank	1
14	12' x 50' Containment	1
15	12' x 25' Containment	1
16	4" Camlock Hose	4
17	4" Camlock Female Fitting	1
18	4" Ball Valve x 4" Female Camlock Fitting	1

Rental Pricing			
	Day	Week	4 Week
Subtotal	\$ 675.48	\$ 2,426.44	\$ 7,979.32
Env Fee	1.50%	1.50%	1.50%
Tax	9.53%	9.53%	9.53%
Total	\$ 750.95	\$ 2,697.54	\$ 8,870.85

Sales Items					
Item	Description	Unit Rate	UOM	Estimated	Extended
1	Mobilization	\$ 2,921.99	LS	1	\$ 2,921.99
2	Setup	\$ 442.00	LS	1	\$ 442.00
3	Teardown	\$ 370.60	LS	1	\$ 370.60
4	Demobilization	\$ 2,921.99	LS	1	\$ 2,921.99
				Subtotal	\$ 6,656.58
				Env Fee	1.50%
				Tax	9.53%
				Total	\$ 7,400.32



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Pricing Continued:

Optional Rental Equipment		
Item	Description	Quantity
1	500-Gallon Double Wall Fuel Tank w/ Transfer Pump	1
2	12' x 12' Containment	1

Optional Rental Pricing			
	Day	Week	4 Week
Subtotal	\$ 205.00	\$ 615.00	\$ 1,845.00
Env Fee	1.50%	1.50%	1.50%
Tax	9.53%	9.53%	9.53%
Total	\$ 227.90	\$ 683.71	\$ 2,051.14



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TERMS AND CONDITIONS:

Where changes to the original scope become necessary, Blue Tank and Pump Rental will promptly notify the customer. In doing so, a revised price will be established in order to complete the project as scoped.

Industry standard usage for diesel driven equipment is 10 hrs per day, 50 hrs per week and 200 hrs per month. For all diesel driven equipment, the rates are based on a 10 hr per day shift. If equipment is used for a double shift, then it is charged at 1.5 times the 10 hr rate. If the equipment is used for a triple shift it is charged at 2 times the 10 hr rate. Overages are balanced over the rental period and only charged on the diesel equipment, not all other rental items on the job. Diesel driven equipment must typically be serviced every 250/500 hrs depending on equipment type either by the customer or BTPR will do for an additional cost.

This quote is contingent on the customer providing reasonable access to the site and that the Customer represents and warrants to Blue Tank and Pump Rental that they will have the legal right, title and interest necessary to provide access to the site. In addition, the Customer warrants that it has supplied Blue Tank and Pump Rental with complete and accurate information regarding documentation and/or information concerning the scope of work.

Blue Tank and Pump Rental guarantees to hold these prices for ninety (90) days from the date of the quotation and payment terms of net thirty (30) days.

Blue Tank and Pump Rental will initiate this project upon receipt of a signed Rental Agreement or a Purchase Order.

Work interruptions or delays caused by acts or omissions out of the control of Blue Tank and Pump Rental will be charged to the customer on an hourly basis.

If you accept this quote, please sign and return to Blue Tank and Pump Rental.

Thank you for your consideration of Blue Tank and Pump Rental for this project.

Thanks,

Joe Baarlaer

Project Manager
Blue Tank and Pump Rental
jbaarlaer@bluetankandpump.com
Cell: 865-801-2654
Office: 1.888.258.8265

AGREED: City of Kingsport – Public Works

Printed: _____ Signed: _____

Title: _____ PO#: _____

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BLUE TANK AND PUMP RENTAL, LLC STANDARD RENTAL TERMS

Blue Tank and Pump Rental, LLC will hereinafter be referred as: Blue Tank. Customer understands and agrees to the following terms:

1. ACCEPTANCE of EQUIPMENT: Customer acknowledges it and has inspected or has been given the opportunity to inspect the equipment and accepts the equipment 'AS IS' and finds it in good working order.

Customer agrees that all liability and risk of loss for said equipment passes to Customer at the time the equipment is loaded onto Customer's truck, or if a common carrier is utilized, at time the equipment is loaded onto the common carrier from Blue Tank's facility. If Blue Tank delivers said equipment to the Customer, liability and risk of loss passes to Customer at the time Blue Tank tenders the equipment to Customer for unloading by Customer and/or agent. Customer is responsible for providing the means (equipment manpower, etc.) to load and unload the equipment from (and to) the delivery truck upon delivery and/or pickup and it expressly assumes all liability for losses and/or damages sustained during the process of loading or unloading said equipment.

2. RENTAL RATES: Rental charges begin the day the equipment leaves the Blue Tank facility and stops the day it is returned to us via your truck or on the day Customer obtains a Rental Termination and arranges for Blue Tank to pick up the equipment. Customer remains responsible for the equipment until its return or pick up by Blue Tank - even if a Rental Termination has been obtained. Credit is not given for periods when the equipment is not used **WE RENT TIME, NOT USAGE OF EQUIPMENT**. Rental of additional items will be provided at current rental rates. Should additional items be requested by the Customer or if items are exchanged or moved to another project, all of the terms of this agreement still apply. Meter overages will apply if the Hour Meter on the item incurs more than 10 hours per day, 50 hours per week, or 200 hours per month. The total usage hours will be balanced out over the entire rental period. Amount for overage charges are specific to the rented item.

3. EQUIPMENT OPERATION: The Customer agrees to provide competent operators for all operations or use and is responsible for ensuring each operator of the equipment is properly trained and qualified and ensuring that all operators are of legal age, are not under the influence of alcohol or drugs and are in compliance with all applicable laws, rules and regulations. Only Customer, its employees or representatives acting in the course of their employment may use or operate equipment. Customer agrees to obtain any permits that may be necessary to operate the equipment.

4. MAINTENANCE/ SERVICE: Customer agrees to maintain and care for the equipment rented on a daily basis. **Should the equipment require maintenance call the location where you rented the equipment and report the problem to arrange for service. If it is after normal business hours, call 1-888-258-8265, and use the emergency extension.** You will need the unit number and meter hours when calling. If damage of any kind is caused by Customer from improper use, application or lack of maintenance, the Customer agrees to pay for the repairs and/or replacement as needed. Customer agrees to continue to pay normal rental charges on items damaged due to improper use or application or lack of maintenance, until the damaged equipment is repaired and/or replaced and returned to Blue Tank rental fleet. Damage caused by normal wear and tear, as determined by Blue Tank, will be covered by Blue Tank. If the customer is given advance written authorization by Blue Tank to perform repairs caused by normal wear and tear and then submits reasonable receipts for the costs incurred, we will issue you a credit memo to your billing account. Customer agrees that the repair or replacement of the equipment is the Customer's sole and exclusive remedy for Blue Tank's breach of this contract; no back charges for liquidated damages, lost work, loss of time or use will be accepted by Blue Tank.

5. ACCESS TO EQUIPMENT: Whenever a Blue Tank representative needs to have access to the equipment, at its sole discretion, the Customer will provide at all times free and clear access, hoisting/lifting capabilities, safety related items and passes/access to restricted areas if required.

6. RETURN OF EQUIPMENT: If the equipment is exposed to hazardous materials or is used in a hazardous material or sewer type application, Customer agrees to decontaminate the equipment before returning it to Blue Tank. If the equipment is not decontaminated and Blue Tank has to perform this task the Customer will be charged a decontamination fee based on the Published Cleaning Price Sheet, or time and material basis if required. If all of the items listed on the shipping documents are not returned, or are returned damaged, the Customer agrees to pay the current sale price for these items OR, if the Damage Waiver has been included and the loss or damage is covered by the Damage Waiver, a deductible equal to two times the monthly rental rate of the missing or damaged item(s).

7. WARRANTY: This is an equipment rental contract for the "Bare Rental" of pumping or related equipment and not a performance contract. Due to the uncertainty and changing nature of job site conditions. Blue Tank and Pump does not warrant, beyond the performance specifications of the equipment rented, that the equipment will complete the task at hand. **There are no warranties, express or implied, or merchantability or fitness for a particular purpose which extend beyond the description on the face hereon.**

8. INSURANCE: Customer agrees to provide and maintain insurance coverage protecting Blue Tank and Pump from all loss, theft, damage, expense or penalty arising from or related to the use of the equipment. This insurance must include bodily injury, property damage, general liability and automobile liability coverage with limits of at least \$1,000,000 for each person or occurrence. Customer agrees to name Blue Tank and Pump Rental, LLC as an ADDITIONAL INSURED PARTY. A copy of the insurance certificate showing this coverage must be provided to Blue Tank and Pump Rental, LLC. In those instances when satisfactory coverage is not provided Customer understands that the Damage Waiver will be charged and agrees to payment of these charges.

9. DAMAGE WAIVER: If Customer chooses to participate in the Damage Waiver program or in instances when Blue Tank does not have a valid and accepted certificate of insurance coverage from the Customer on file, Customer will be charged the Damage Waiver fee equal to twelve percent (12%) of the rental rate charged on each invoice. Customer is responsible for loss or damage to the equipment subject to the provisions of the Damage Waiver plan. **CUSTOMER UNDERSTANDS AND AGREES THAT THE DAMAGE WAIVER IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO BLUE TANK AND PUMP RENTAL, LLC OR OTHERS ARISING OUT OF THE POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.**

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10. JOB INFORMATION NOTICES: Customer agrees to provide complete job related information for the purpose of filing required lien/ bond notices. Before the equipment is moved to another job site Customer agrees to notify Blue Tank in writing of the date the equipment will be moved and the new job related information.

11. PAYMENT: Unless otherwise noted on this Agreement, payments are due within (30) calendar days of the invoice date. Customer agrees after 90 days after invoice date to pay a finance charge at the rate of 1.5% monthly until the invoice is paid.

12. ASSIGNMENT: Blue Tank had the right to assign and/or grant a security interest in this Agreement. If the assignee or secured party succeeds to Blue Tank interest hereunder, Customer will (a) pay to it all rents subsequently payable hereunder, and (b) upon the request of any such assignee or secured party, automatically become the lessee of such successor in interest without change in this Agreement, except that such assignee or successor in interest will not be bound (i) any payment of rent for more than month in advance, (ii) any amendment or modification of the Agreement made without its consent, (iii) any claim against Blue Tank and Pump Rental LLC arising prior to the date on which it succeeds to Blue Tank interest, or (iv) any claim or offset against Blue Tank and Pump Rental, LLC.

13. DEFAULT/ REMEDIES OF BLUE TANK: If any of the terms of this agreement are breached by Customer, or if the Customer becomes insolvent, ceases to business, files a petition for bankruptcy protection or if Customer is in default or other agreements with Blue Tank and if Blue Tank provides three day written notice (by fax, mail, email, overnight service or hand delivery) then Blue Tank has the right to enter the job site and, upon presentation of this contract, take possession of owned equipment. Customer agrees to arrange and provide for the removal and loading of the equipment or any expense Blue Tank may incur in hiring outside services to do so. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST BLUE TANK AND PUMP RENTAL, LLC FOR SUCH REPOSSESSION.** Customer authorizes Blue Tank to contact the general contractor and/or owner or any party of the project and arrange for joint checks or direct checks to be written for unpaid rental and job related invoices.

14. INDEMNIFICATION: Customer agrees to defend, indemnify and hold harmless Blue Tank and Pump Rental, LLC from any and all claims for injury or damage to any persons or any property claimed to have been caused in any way by or from the possession or use of the equipment. No claims for consequential or incidental damages, liquidated or any other charges or claims may be made by Customer nor will they be accepted by Blue Tank and Pump Rental, LLC.

15. LIMITATION OF BLUE TANK AND PUMP RENTAL, LLC LIABILITY: CUSTOMER AGREES THAT BLUE TANK'S LIABILITY UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LIABILITY ARISING FROM BLUE TANK OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE, OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT, IN ANY EVENT, EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT, IN ADDITION TO THE FOREGOING, CUSTOMER ASSUMES COMPLETE LIABILITY FOR ANY AND ALL ENVIRONMENTAL DAMAGES CAUSED BY OR RELATED IN ANY WAY TO THE OPERATION OF BLUE TANK EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE COST OF CONTAINING AND/ OR CLEANING UP SPILLS OF ANY NATURE, AND ALL RESULTANT DAMAGES RELATED THERETO, CUSTOMER FURTHER ASSUMES LIABILITY FOR ANY AND ALL FEES, FINES, PENALTIES OR COSTS IMPOSED BY ANY FEDERAL, STATE OR LOCAL AUTHORITY OR AGENCY AND AGREES TO DEFEND, INDEMNIFY AND HOLD BLUE TANK AND PUMP HARMLESS IN THE EVENT OF SUCH AND OCCURANCE. CUSTOMER ACCEPTS THIS LIMITATION OF DAMAGES CLAUSE AND UNDERSTANDS IT CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY.

16. LEGAL FEES/ VENUE: In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, electronic discovery costs, telephone charges, information technology support charges, consultant and expert witness fees, travel, expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. The parties agree that venue for any legal actions shall be in the county of Jessamine, Kentucky and that Kentucky law shall govern any legal action taken hereunder.

17. JURY TRIAL WAIVER: TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THIS CONTRACT, THE PARTIES HEREBY KNOWING, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

18. SALE OF EQUIPMENT: Unless specifically identified that equipment is to be purchased by Customer, this is not a sale agreement but a Bare Rental Contract. No ownership in the equipment provided on a bare rental basis is earned during the course of rental. If this contract identifies any equipment that is to be purchased by Customer, Blue Tank sells and delivers such equipment to Customer on an AS IS WHERE IS basis. If a separate written offer is to be extended to allow the purchase of the rental equipment, rental invoices must be paid promptly to retain the purchase option, title will transfer only when the full purchase price has been paid and all the terms of this contract remain in effect.

19. COMPLETE AGREEMENT: All of the terms of Blue Tank and Pump's credit application are made a part of this contract agreement. This contract agreement is the full and complete agreement between the Customer and Blue Tank and Pump Rental, LLC and takes priority over any other verbal or written agreements made or claimed to have been made. Both parties agree that facsimile, electronic signature, or digital scan of the Agreement is an authorized and legal agent of the Customer and has full authority to make and enter into this agreement.