RESOLUTION - ACTION REQUESTED 2016-417

MEETING: August 2, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve Amendment 1 to Yosemite West Sludge Removal Contract

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to the Yosemite West Sludge Removal Project Agreement with Rain for Rent Increasing the Compensation Amount by $43,387.04, Bringing the Total Not-To-Exceed Amount to $104,841.14; and Authorize the Board of Supervisors Chair to Sign the Amendment.

On June 28, 2016, the Board approved Resolution 2016-349 authorizing an Agreement between the county and Rain for Rent in the amount of $61,454.36 to rent specialized equipment and other services to remove sludge from the Yosemite West Wastewater Treatment Plant ponds. While progress on this project is now underway, progress has been slower than expected due to the density and compaction of sludge. Based on the slower removal rate, it is apparent that an extension of the period for equipment rental equipment and services provided by Rain for Rent will be necessary in order to complete this critical maintenance project. Staff has received pricing for extended services from Rain for Rent in the amount of $43,387.04, which exceeds the contract modification authority of $15,000 delegated to the Public Works Director by the Board in Resolution 2016-349.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has been supportive of this critical maintenance effort.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose to not approve this amendment and direct staff to proceed to partial completion, which would require a second sludge removal project at a future date.

FINANCIAL IMPACT:
Funding for this project will come from the submitted FY16-17 Yosemite West Maintenance District Budget, which will be adjusted to reflect this additional amount should this action be approved.

ATTACHMENTS:
Rain for Rent 1st amd (DOC)
Rain for Rent Contract  (PDF)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson
Mary Hodson, CAO  7/28/2016

RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:  Kevin Cann, District IV Supervisor
SECONDER:  Merlin Jones, District II Supervisor
AYES:  Smallcombe, Jones, Long, Cann, Carrier
FIRST AMENDMENT TO CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO CONTRACT FOR SERVICES is made and entered into this 2nd day of August 2016, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County” and Rain for Rent, hereinafter referred to as “Contractor”.

WHEREAS, the County and Contractor have heretofore entered into a Contract dated June 28, 2016, wherein Contractor agreed to provide for the Removal of Sludge from the Yosemite West Wastewater Treatment Facility and;

WHEREAS, County and Contractor desire to amend said Contract to increase the maximum Compensation to be paid to the contractor.

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 4.01 “COMPENSATION” is hereby amended to provide that an additional Forty-Three Thousand Three Hundred Eighty-Seven and 04/100 ($43,387.04) will be added to the original contract making the total compensation paid to the contractor in the not to exceed amount of One Hundred Four Thousand Eight Hundred Forty-One and 14/100 ($104,841.14).

2. Except as herein amended, the Contract dated June 28, 2016, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

COUNTY OF MARIPOSA:  CONTRACTOR:
Board of Supervisors  Rain for Rent

John Carrier, Chairman  (date)  Signature  (date)

APPROVED AS TO FORM:  ATTEST:

Steven W. Dahlem  Rene LaRoche  8-3-16  8-3-16
County Counsel  Clerk of the Board  (date)  (date)
**CHANGE ORDER**

**ATTACHMENT "A"**

**RAIN FOR RENT - San Joaquin**
21500 West Manning
San Joaquin, CA 95360

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**CONTACT**
Mike Healy

**COMPANY**
MARIPOSA W W T P

**CUSTOMER #**

**ADDRESS**
4639 BEN HUR ROAD

**CITY, ST ZIP**
MARIPOSA, CA 95338

**PHONE**

**EMAIL**

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**CHANGE ORDER#**
051160307

**Version#** 2

**PO#**

**Date**: 7/21/2016

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**JOB DESCRIPTION**

Job Title: Sludge Removal

Est. Delivery Date: 7/21/2016

Sludge Removal

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**APPLICATIONS**

Evaporation Pond/Reservoir

Dewatering

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**LIQUID PARAMETERS**

**Materials:**

Flow:

Suction Lift:

Friction Loss:

Static Head:

Other:

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**Change Order # 051160307**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Rental</td>
<td>$9,789.14</td>
</tr>
<tr>
<td>Sales</td>
<td>$14,764.90</td>
</tr>
<tr>
<td>Service (Labor, Hauling, Misc)</td>
<td>$18,833.00</td>
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<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$43,387.04</strong></td>
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</table>

Does not include sales tax

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**Recommended Optional Items - Rental:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<td>$0.00</td>
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</table>

**Recommended Optional Items - Sales:**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Does not include sales tax

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*By checking Accept and initialing Customer is acknowledging that the additional cost for these items will be added to the Grand Total.*

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Except where specifically amended in this document, the original Quotation Statement of Work and Scope of Agreement sections shall apply.

This quotation has been identified as prevailing wage

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Customer

Date
# CHANGE ORDER

**RAIN FOR RENT - San Joaquin**
21500 West Manning
San Joaquin, CA 93360

## DETAILS

### Rental Items

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>PRODUCT#</th>
<th>DURATION</th>
<th>PERIOD</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<tbody>
<tr>
<td>6</td>
<td>Each</td>
<td>25YD FILTER BOX</td>
<td>+860510</td>
<td>28.00</td>
<td>Day</td>
<td>$26.00</td>
<td>$4,360.00</td>
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<tr>
<td>20</td>
<td>Each</td>
<td>RAMPLOX</td>
<td>721999</td>
<td>14.00</td>
<td>Day</td>
<td>$2.00</td>
<td>$560.00</td>
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<tr>
<td>1</td>
<td>Each</td>
<td>4&quot; DIESEL PUMP DV100C</td>
<td>+811012</td>
<td>1.00</td>
<td>Week</td>
<td>$550.00</td>
<td>$550.00</td>
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<tr>
<td>1</td>
<td>Each</td>
<td>3&quot; DIESEL PUMP HH80</td>
<td>+815005</td>
<td>1.00</td>
<td>Week</td>
<td>$750.00</td>
<td>$750.00</td>
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<tr>
<td>10</td>
<td>Each</td>
<td>FIRE HOSE 2.5&quot;x50' DOUBLE JACKET</td>
<td>325024</td>
<td>1.00</td>
<td>Week</td>
<td>$32.00</td>
<td>$320.00</td>
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<tr>
<td>5</td>
<td>Each</td>
<td>4&quot; TEE GROOVED ALUMINUM</td>
<td>720694</td>
<td>1.00</td>
<td>Week</td>
<td>$5.80</td>
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<td>12</td>
<td>Each</td>
<td>4&quot; ELBOW 90 DEGREE GROOVED</td>
<td>720734</td>
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<td>Week</td>
<td>$5.51</td>
<td>$66.12</td>
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<td>40</td>
<td>Each</td>
<td>4&quot; COUPLER GROOVED HEAVY WEIGHT</td>
<td>720764</td>
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<td>Week</td>
<td>$3.00</td>
<td>$120.00</td>
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<td>Each</td>
<td>4&quot; ELBOW 45 DEGREE GROOVED</td>
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<td>Week</td>
<td>$5.51</td>
<td>$33.06</td>
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<td>15</td>
<td>Each</td>
<td>HEAVY DUTY HOSE 4&quot;x20' GROOVE</td>
<td>722820</td>
<td>1.00</td>
<td>Week</td>
<td>$65.00</td>
<td>$975.00</td>
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<tr>
<td>6</td>
<td>Each</td>
<td>BUTTERFLY VALVE GEAR OP 4&quot;</td>
<td>726646</td>
<td>1.00</td>
<td>Week</td>
<td>$35.00</td>
<td>$210.00</td>
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<td>5</td>
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<td>1.00</td>
<td>Week</td>
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<td>$20.30</td>
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<td>5</td>
<td>Each</td>
<td>PIPE 4&quot;x10' GROOVED ALUMINUM</td>
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<td>Week</td>
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<td>$24.65</td>
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<tr>
<td>6</td>
<td>Each</td>
<td>PIPE 4&quot;x20' GROOVED ALUMINUM</td>
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<td>Week</td>
<td>$7.00</td>
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<tr>
<td>10</td>
<td>Each</td>
<td>PIPE 4&quot;x40' GROOVED ALUMINUM</td>
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<td>1.00</td>
<td>Week</td>
<td>$10.00</td>
<td>$100.00</td>
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<tr>
<td>2</td>
<td>Each</td>
<td>E-CONTAIN SPILLGUARD ACID 8x14x8&quot;</td>
<td>+670560</td>
<td>7.00</td>
<td>Day</td>
<td>$20.00</td>
<td>$280.00</td>
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<tr>
<td>2</td>
<td>Each</td>
<td>ASSOCIATED PARTS AND FITTINGS 4</td>
<td>MRC</td>
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<td>Week</td>
<td>$150.00</td>
<td>$300.00</td>
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<td>11</td>
<td>Each</td>
<td>PVC SUCTION HOSE 4&quot;x20' GROOVE</td>
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<td>Week</td>
<td>$21.91</td>
<td>$241.01</td>
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<tr>
<td>5</td>
<td>Each</td>
<td>HEAVY DUTY HOSE 4&quot;x10' GROOVE 200psi</td>
<td>722430</td>
<td>1.00</td>
<td>Week</td>
<td>$40.00</td>
<td>$200.00</td>
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<td>1</td>
<td>Each</td>
<td>ASSOCIATED PARTS AND FITTINGS MISC PARTS AND FITTINGS</td>
<td>MRC</td>
<td>1.00</td>
<td>Week</td>
<td>$600.00</td>
<td>$600.00</td>
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**Rental Sub Total:** $9,789.14

### Sale Items

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<tr>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>PRODUCT#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Each</td>
<td>SALE ITEM PRICE PER DAY FOR 2 MEN TO BE ON SITE RUNNING PUM</td>
<td>MS</td>
<td>$1,678.50</td>
<td>$11,749.50</td>
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<tr>
<td>1</td>
<td>Each</td>
<td>SALE ITEM RENT LEACH LIFT FORK LIFT 1 WEEK</td>
<td>MS</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
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<tr>
<td>4</td>
<td>Each</td>
<td>FILTER LINER-STD 200 MICRON</td>
<td>484028</td>
<td>$253.85</td>
<td>$1,015.40</td>
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</tbody>
</table>

**Sale Sub Total:** $14,764.90

Page 2 of 5
# CHANGE ORDER

## Services Breakdown

<table>
<thead>
<tr>
<th>PHASES</th>
<th>HAULING</th>
<th>LABOR</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery/Installation</td>
<td>$5,240.00</td>
<td>$2,785.00</td>
<td></td>
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<tr>
<td>Removal/Pickup</td>
<td>$5,240.00</td>
<td>$1,784.00</td>
<td>$3,784.00</td>
</tr>
<tr>
<td>Materials, Subcontractors, Fees</td>
<td>Services Sub Total</td>
<td>$18,833.00</td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT OF WORK

BACKGROUND
Customer has requested an additional week of rental items listed on Quote # 051159018, additional Filter Boxes with liners, (2) Road Crossings made out of Ramplox and an additional week of labor for 2 men to be onsite running pumps.

SCOPE
Customer has requested additional Filter Boxes with liners and (2) Road Crossings made out of Ramplox and an additional week of rental items listed on Quote # 051159018 and an additional week of labor for 2 men to be onsite running pumps. This is an estimate only - Additional products and services required for this modification will be billed on a Time and Material basis. Job conditions and equipment availability may require product changes; any changes will be discussed with the customer and a “Change Order” will be implemented.

REFERENCE MATERIALS
Quote # 051159018
Customer provided information.
Unknown discharge requirements.

OPERATING PARAMETERS
Rain for Rent has provided this proposal for equipment and services as requested and without design criteria or requirements.
All specs were provided by customer and not designed by Rain for Rent.

ESTIMATED DURATION
This Change Order is for an additional week of rental of equipment listed on Quote # 051159018, and an additional week of labor for 2 men to be onsite running pumps.

There is no guarantee that the project can be completed in this time frame. Any additional time needed to clean the ponds to spec or satisfaction will be billed on a T&M basis.

Rental estimate for the 25 Yard Filter Boxes is (56) days.
Rental for Ramplox is for (2) weeks.

RAIN FOR RENT RESPONSIBILITIES
- Provide two men for pump and hose operation to clean the ponds.
- Rain for Rent will provide labor and equipment necessary to perform one (1) unimpeded delivery & return trip per load to site.
- Rain for Rent will provide labor and equipment necessary to install & remove system except for customer provided items.
- Flush system after job completed. Needs to be completed within the 10 days of operation or a change order will be required.
- Equipment and services expressly included in this scope.

CUSTOMER RESPONSIBILITIES
- Provide fresh water for cleaning and flushing of entire system including filter boxes prior to pick up. Due to storage of solids in the boxes, any additional cleaning required to boxes other than rinsing and flushing is the sole responsibility of the customer. If customer is not able to clean, RFR will hire a third party cleaning company to complete and will be billed to customer.
- Customer is responsible for all the discharge water that is released out of the boxes. RFR will tie the discharge line into the area provided by customer. If discharge is further away than the equipment allows, then additional material will be billed on a T&M basis.
- Customer is responsible for disposal of solids and filter bags. This includes the hauling of material from job site to landfill.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either.
directly or indirectly.
- Provide suitable, safe access and laydown location for the equipment being delivered. Tank delivery requires DOT minimum height/
width clearance.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either
directly or indirectly.
- Promptly notify Rain for Rent of any service or performance related needs.
- All routine maintenance including fuel, fluids, lubrication, and filters. Engine driven equipment requires servicing every 250 hours.
Customer will automatically be charged an engine service fee based on the actual hours of equipment usage. The fee is $1-2.00 per
hour based on engine size. The engine service fee can be waived if customer provides documentation substantiating the service was
performed as per Rain for Rent's requirements. Rain for Rent must be notified 2 business days in advance to schedule required field
service.
- Provide fueling, filter changes, and lubricating oils as needed for project operation.
- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage.
Customer must provide protection that does not impede system function. Customer is responsible for all damages to system.
- Supply all needed water for any applicable system testing, startup, and cleaning.
- All labor & materials to perform system chlorination and deodorizing.
- All waste materials on associated with this system.

RAIN FOR RENT EXCLUSIONS
- All design input and services. This system is provided as per customer provided information.
- Compliance with unknown discharge requirements.
- RFR will not be held responsible for any discharge requirements or permitting.
- RFR will not be held responsible for any damages that can be done to clay liner or any other items that may become damaged while
sludge is being removed.
- All design input and services. This system is provided as per customer provided information.
- Compliance with unknown discharge requirements.

ADDITIONAL INFORMATION
Straight time is defined as 8 hours per day, M-F, non-holiday.
Labor outside these times is considered overtime (OT) and is billed at 1.5x normal rates.
Holiday labor is 2x normal rates or as applicable by law for Rain for Rent observed holidays.
Travel to the jobsite shall be billed on a per person per occurrence basis.

Always use equipment in a safe and proper manner and in accordance with manufacturers and regulatory standards and industry best
practices. Improper usage will cause system failure, product damages, possible injuries, and spills.