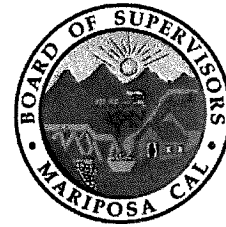


MARIPOSA COUNTY

Public Works • (209) 966-5356



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, 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.

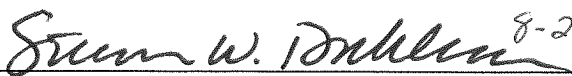
COUNTY OF MARIPOSA:
Board of Supervisors


John Carrier, Chairman (date) 8-3-16


CONTRACTOR:
Rain for Rent


Signature (date) 7-26-16

APPROVED AS TO FORM:


Steven W. Dahlem (date) 8-2-16
County Counsel

ATTEST:


Rene LaRoche (date) 8-3-16
Clerk of the Board



CHANGE ORDER

ATTACHMENT "A"

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

Your Sales Person
Mike Bronze
MBRONZE@rainforrent.com
559-777-1906

24/7 Emergency 800-742-7246
rainforrent.com

CONTACT Mike Healy	CONTACT	CHANGE ORDER# 051160307 Version# 2 PO# Date: 7/21/2016
COMPANY MARIPOSA W W T P	JOB SITE	
CUSTOMER #	ADDRESS	
ADDRESS 4639 BEN HUR ROAD	CITY Mariposa	
CITY, ST ZIP MARIPOSA, CA 95338	STATE CA	
PHONE	ZIP	
EMAIL	PHONE	

JOB DESCRIPTION	APPLICATIONS	LIQUID PARAMETERS
Job Title: Sludge Removal	Evaporation Pond/Reservoir	Materials:
Est. Delivery Date: 7/21/2016	Dewatering	Flow:
Sludge Removal		Suction Lift:
		Friction Loss:
		Static Head:
		Other:

Change Order# 051160307

Rental:	\$9,789.14	
Sales:	\$14,764.90	
Service (Labor, Hauling, Misc):	\$18,833.00	
Grand Total:	\$43,387.04	
Does not include sales tax		
Recommended Optional Items - Rental:	\$0.00	Accept <input type="checkbox"/>
Recommended Optional Items - Sales:	\$0.00	Decline <input type="checkbox"/> Initial _____
Does not include sales tax		
<i>By checking Accept and initialing Customer is acknowledging that the additional cost for these items will be added to the Grand Total.</i>		

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

Customer _____

Date _____



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DETAILS

Rental Items

QTY	UNIT	DESCRIPTION	PRODUCT#	DURATION	PERIOD	UNIT PRICE	EXT. PRICE
6	Each	25YD FILTER BOX	+860510	28.00	Day	\$26.00	\$4,368.00
20	Each	RAMPLOX	721999	14.00	Day	\$2.00	\$560.00
1	Each	4" DIESEL PUMP DV100C	+811012	1.00	Week	\$550.00	\$550.00
1	Each	3" DIESEL PUMP HH80	+815005	1.00	Week	\$750.00	\$750.00
10	Each	FIRE HOSE 2.5"x50' DOUBLE JACKET	325024	1.00	Week	\$32.00	\$320.00
5	Each	4" TEE GROOVED ALUMINUM	720694	1.00	Week	\$5.80	\$29.00
12	Each	4" ELBOW 90 DEGREE GROOVED	720754	1.00	Week	\$5.51	\$66.12
40	Each	4" COUPLER GROOVED HEAVY WEIGHT	720764	1.00	Week	\$3.00	\$120.00
6	Each	4" ELBOW 45 DEGREE GROOVED	721194	1.00	Week	\$5.51	\$33.06
15	Each	HEAVY DUTY HOSE 4"x20' GROOVE	722820	1.00	Week	\$65.00	\$975.00
6	Each	BUTTERFLY VALVE GEAR OP 4"	726646	1.00	Week	\$35.00	\$210.00
5	Each	PIPE 4"x5' GROOVED ALUMINUM	974905	1.00	Week	\$4.06	\$20.30
5	Each	PIPE 4"x10' GROOVED ALUMINUM	974910	1.00	Week	\$4.93	\$24.65
6	Each	PIPE 4"x20' GROOVED ALUMINUM	974920	1.00	Week	\$7.00	\$42.00
10	Each	PIPE 4"x40' GROOVED ALUMINUM	974940	1.00	Week	\$10.00	\$100.00
2	Each	E-CONTAIN SPILLGUARD ACID 8"x14"x8"	+670560	7.00	Day	\$20.00	\$280.00
2	Each	ASSOCIATED PARTS AND FITTINGS 4	MRC	1.00	Week	\$150.00	\$300.00
11	Each	PVC SUCTION HOSE 4"x20' GROOVE	727234	1.00	Week	\$21.91	\$241.01
5	Each	HEAVY DUTY HOSE 4"x10' GROOVE 200psi	722430	1.00	Week	\$40.00	\$200.00
1	Each	ASSOCIATED PARTS AND FITTINGS MISC PARTS AND FITTINGS	MRC	1.00	Week	\$600.00	\$600.00
				Rental Sub Total: \$9,789.14			

Sale Items

QTY	UNIT	DESCRIPTION	PRODUCT#	UNIT PRICE	EXT. PRICE
7	Each	SALE ITEM PRICE PER DAY FOR 2 MEN TO BE ON SITE RUNNING PUMP	MS	\$1,678.50	\$11,749.50
1	Each	SALE ITEM RERENT REACH LIFT FORKLIFT 1 WEEK	MS	\$2,000.00	\$2,000.00
4	Each	FILTER LINER-STD 200 MICRON	484028	\$253.85	\$1,015.40
				Sale Sub Total: \$14,764.90	



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Services Breakdown

PHASES	HAULING	LABOR	OTHER
Delivery/Installation	\$5,240.00	\$2,785.00	
Removal/Pickup	\$5,240.00	\$1,784.00	
Materials, Subcontractors, Fees			\$3,784.00
	Services Sub Total		\$18,833.00



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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. *28*

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 land fill.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either



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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.