

City of Visalia

Memo



To: Change Order Committee
From: Ben Litwack, Public Works Manager
Date: 12/01/2025
Re: Change Order for P04375

Request: Staff requests that a change order be approved to P04375 in the amount of \$56,680 for 2 months of additional rent of an Aerzen blower and the transfer of \$56,680 from the Wasterwater Furid to cover the cost of the order.

Background: P04375 authorized a two-month rental of an Aerzen blower beginning on September 24, 2025, to ensure adequate aeration capacity at the Visalia Water Reclamation Facility (WRF). Due to multiple blower and VFD failures, the rental unit has been essential for maintaining dissolved oxygen levels in the aeration basins to support effective nitrogen and BOD removal. While repairs to the City's blower systems are underway, additional time is required before a sufficient number of permanent blowers can be brought back online to reliably meet treatment requirements.

Justification: Staff is requesting approval of a change order for up to two additional 28-day rental periods at a cost of \$28,340 per period, to ensure continued use of the Aerzen rental blower while permanent units are restored. The extension will allow the WRF to remain in compliance with regulatory permit limits and avoid operational risks that could occur if aeration capacity is reduced prematurely. The rental terms allow the City to return the blower early, and the vendor will pro-rate refunds to the nearest week, ensuring the City only pays for the time needed. The additional rental duration provides necessary operational stability while options for long-term blower and VFD system improvements continue to be evaluated.

Financial: The additional 28-day rental periods will cost \$28,340 per month for a total additional cost of \$56,680 for two months. To cover the cost, staff requests that \$56,680 be transferred from within the Wastewater Fund (431) Capital Budget from CP9768 to EQ0280. Once approved by the Change Order Committee, this will be brought to City Council on 12/15/25 for final approval.

Recommendation: Staff recommends that a change order be approved to P04375 in the amount of \$56,680 for 2 months of additional rent of an Aerzen blower and the transfer of \$56,680 from the Wasterwater Fund to cover the cost of the order.

Request approved by:

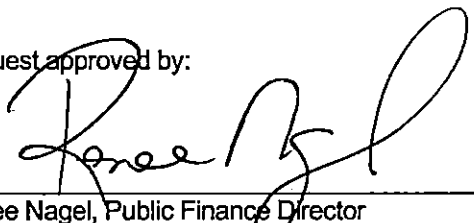


Nick Bartsch, Public Works Director

12-1-25

Date

Request approved by:



Renee Nagel, Public Finance Director

12-8-25

Date

Project Name:	Aerezen Rental Blower	Project No.:	
Change Order No.:	1	Submitted by:	Ben Litwack
Date Submitted:	November 26, 2025	Purchase Order No.:	P04375
Committee Review Date:	December 10, 2025	Contractor:	Aerzen Rental Solutions
Work Completion Date:		Original Submittal Date:	09/04/2025

Item No.	Description of Change Order	Net increase	*Net decrease	Total Change
1.	Additional 2 months of rental fees	\$56,680.00		\$56,680.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
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	Total Cost of Change Order:	\$56,680.00	\$0.00	\$56,680.00

Original Contract Amount:	\$82,530.00	
Net cost of this Change Order:	\$56,680.00	68.68% Increase / Decrease
Total cost of previous Change Orders:		0.00% of Original Contract Amount
New Contract Amount:	\$139,210.00	68.68% Over Original Contract Amount

Previously granted additional days: _____ Original Date of Completion per Contract: _____
Contract work days added/(deleted) this CO: _____ 1 New Date of Completion: _____

Contractor's signature: Date: 11/26/2025

Project Engineer's signature: _____ Date: 11/26/23

Depart. Head signature: Date: 12-4-25

(note: Committee Chair to initial appropriate action)

Approved:

Approved As:

Approved w/revisions:

Category	Comments
E&O	
UT	
BQ	
UN	
CoFS	

Resubmit w/changes: /

Denied: ☒

Change Order Committee Chair _____ Date _____

Categories: E&O=Errors & Omissions; UT=Utilities; BQ=Balance of Quantities; UN=Unforeseen; CofS=Owner Directed Change of Scope

**AERZEN****RENTAL SOLUTIONS**

5500 South Cobb Drive SE
Building 50
Atlanta, GA 30339

August 28, 2025
Quote # 082725-2

Eric Oates
City of Visalia
7579 Ave 288
Visalia, CA 93277

Dear Mr. Oates,

Aerzen Rental USA, LLC ("Aerzen Rental") is pleased to provide The City of Visalia ("Lessee") with a quotation for equipment rental for the equipment listed below ("Equipment"). Equipment to ship at a date TBD to the address listed above, which is where the Equipment shall be kept at all times. The "Minimum Rental Term" is 1 month. Lessee agrees to the terms and conditions set forth in Terms and Conditions Form VS10TC, attached to this proposal ("Terms and Conditions"). The addition or attachment of any other terms and conditions or modification of the Terms and Conditions is hereby rejected. This proposal is valid for 30 days.

Please do not hesitate to reach out with questions.

Summary of Equipment Rental Charges

Item	Qty	Unit Rate Per Month	Extended Price
FVO168 Rental Blower <ul style="list-style-type: none">Capable of up to 9,600 CFM a 7.8 PSIGMax Operating pressure 12 PSIG with reduced flow capability	1	\$22,500	\$22,500
Mechanical Connection Package <ul style="list-style-type: none">Qty 5 of 9' flex hose 10" 150# flangeQty 3 of 10" 90° elbowQty 1 of 20" to 16" reducerQty 1 of 16" to 10" reducer	1	\$4,240	\$4,240
50' of camlock connect electrical cable with bare end tails	4	\$400	\$1,600

Total Monthly Rate \$28,340

Equipment replacement value for Certificate of Insurance (COI) = \$750,000

**AERZEN****RENTAL SOLUTIONS**

5500 South Cobb Drive SE
Building 50
Atlanta, GA 30339

Summary of One Time Charges

Item	Qty	Price	Extended Price
Delivery Freight	1	\$9,000	\$9,000
Return Freight	1	\$9,000	\$9,000
On Site Commissioning Supervision and Operator Training (REQUIRED)	1	\$3,500	\$3,500
On site Decommissioning prior to return shipment (REQUIRED)	1	\$2,500	\$2,500
Cleaning Fee (If necessary)	1	\$750	\$750
Gasket Kits 1-20", 1-16", 9-10"	1	\$1,100	\$1,100

Equipment Specifications

Rental Model	FVO168	Units
Length	158	[in]
Width	97	[in]
Height	134	[in]
Weight	± 9,150	[lb]
Discharge 150# Flange	10	[in]
Max Allowable Operating Pressure	12.5	[PSIG]
Min Allowable Operating Pressure	4	[PSIG]
PRV Setpoint	N/A	[PSIG]
Electric Input	460v 3 ϕ	
Motor Size	400	[HP]
Max Current @ 460v (Std Conditions)	~550	[amps]
# Sets Camlock Cable Connections	2	
Drive Type	Direct	
Sound Attenuation Enclosure	YES	
On Board VFD	YES	
On Board Electrical Protection	YES	
On Board Controls	YES	
Remote Monitoring Installed	YES	
On Board Aftercooler	NO	



AERZEN

RENTAL SOLUTIONS

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Additional Details Pertaining to Rental Projects:

- **Foundation:** Unit to be installed on a stationary surface that is leveled to within 1/4" per 10 feet (non-cumulative) and will support the static and dynamic loads of the package for the duration of the installation.
- **Stand by Operations:** When not running, the ideal mode of standby operation is to run one core unloaded and alternate the cores weekly. It is not always practical to run the unit unloaded 24 x 7, especially when the blower is powered by a generator. In these cases, each core should be run for 30 minutes once per week AND daily when humidity exceeds 85% OR when the ambient temperatures go below the dewpoint overnight.

Lessee Initial: MP

The services to be performed by Aerzen Rental, with respect to the Equipment, are limited to the supply of the Equipment and required on-site services.

Regards,

Jasen Perry
Sales Manager, Aerzen Rental USA, LLC
(480) 996-2456
Jasen@aerzenrental.com

Accepted by:

Leslie B. Cavylea

Lessee Signature (and print name)

9-10-25

Date

PO Number



TERMS AND CONDITIONS OF RENTAL

1. **General.** "Proposal" means the document that contains the specific item(s) of Equipment to be rented by Lessee and any services to be performed by Aerzen Rental in connection with such rental. "Agreement" means, collectively, these Terms and Conditions and the Proposal. Lessee shall keep the Equipment at the location specified in the Proposal and not remove it from such location without Aerzen Rental's prior written consent. Aerzen Rental may withdraw the Proposal before acceptance by Lessee. Capitalized terms not defined in these Terms and Conditions shall have the meanings given to them in the Proposal. The depot of origin shall be designated in the bill of lading.
2. **Pricing; Fees.**
 - a. **Payments.** Lessee agrees to pay for the Equipment rental for the entire Rental Term, or if the Rental Term is less than the Minimum Rental Term, for the Minimum Rental Term. Terms of payment are net 30 days from the date of invoice. For Equipment rentals that are for a Minimum Rental Term of less than 28 calendar days, invoices are sent weekly. For monthly rentals (28 calendar days) or rentals that are for a Minimum Rental Term of more than 28 calendar days, invoices for monthly installments of the Equipment rental are sent monthly. Rental charges shall commence from the time the Equipment leaves the depot of origin. If Equipment is not returned to Aerzen Rental at the depot of origin by the end of the Rental Term, the Rental Term shall automatically renew for a period equal to the lesser of (i) 28 calendar days, and (ii) the number of calendar days of the original Minimum Rental Term. Lessee agrees to make payments irrespective of any claims, demands, set-offs, actions, suits, or proceedings, that Lessee may have against Aerzen Rental or affiliates of Aerzen Rental.
 - b. **Automatic Price Increases.** On each 365th day from and after the first day of the Rental Term, the price for the Equipment rental shall automatically increase by 5%.
 - c. **Freight.** Lessee is responsible for pickup and return of Equipment from and to the depot of origin. Aerzen Rental can provide this service for an additional fee, if set forth in the Proposal.
 - d. **Off-Loading / Commissioning / Operations / Decommissioning.** Lessee is responsible for costs associated with off-loading, commissioning, operating, and decommissioning Equipment.
 - e. **Cancellation.** If an order is cancelled prior to Lessee accepting delivery of Equipment, Lessee shall pay the fee for the Minimum Rental Term.
 - f. **One-time project specific fees.** The Proposal may contain line items for one time fees that are not recurring as part of the rental.
 - g. **Taxes.** The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Aerzen Rental and Lessee (plus interest and penalties thereon, if any) shall be paid by Lessee in addition to the prices quoted and invoiced. If Aerzen Rental is required to pay any such taxes, Lessee shall reimburse Aerzen Rental on demand. At the time of an order, Lessee shall provide Aerzen Rental with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.
 - h. **After Hours Fee.** If any order requires processing or support outside of Normal Business Hours, at the discretion of Aerzen Rental, Lessee shall pay to Aerzen Rental an after-hours fee of \$500.
 - i. **Labor Rates.** Should Lessee require Aerzen Rental to provide labor support, at Lessee's location or remotely, Lessee shall pay Aerzen Rental for such support, including any travel time, at the following rates: \$1,750 per 8 hour day, Monday through Friday, and \$2,500 per 8 hour day, Saturday, Sunday, or Federally-recognized holidays, and the minimum work is one day. For labor support that takes longer than one day, Lessee shall pay Aerzen Rental for such support at an additional hourly rate of \$270 per hour. Airfare is at Lessee's expense. Where labor support is subcontracted to a third party, labor rates may be increased, at the discretion of Aerzen Rental.
 - j. **Late Payments.** Interest at the rate of one and one-half percent (1.5%) per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Lessee will reimburse Aerzen Rental for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due.
3. **Delivery; Shipping.** Lessee shall inspect all Equipment promptly upon receipt. All claims by Lessee for damaged Equipment must be asserted in writing by Lessee within 24 hours from receipt or they are waived. In no event shall Aerzen Rental be liable for any delay in delivery or assume any liability in connection with shipment.
4. **Supply and Return.** All Equipment rentals are subject to availability at the date of shipment. Availability is not guaranteed. Aerzen Rental may recall any or all Equipment by written notice given at any time after the Minimum Rental Term. Upon a recall, Lessee shall immediately return the Equipment to the depot of origin. Lessee may return the Equipment at any time following the expiration of the Minimum Rental Term.
5. **Ownership of Equipment.** Equipment shall at all times remain the personal property of Aerzen Rental regardless of the degree of its attachment to any real property. Lessee may not sublet, loan, assign, alter, or dispose of the Equipment. Lessee will keep the Equipment free and clear of all liens, levies, and encumbrances.
6. **Maintenance, Operation, and Repairs.**
 - a. Lessee is responsible for proper operation of the Equipment as set forth in the operating manual(s) for the Equipment. Equipment maintenance costs are not included in the Equipment rental price. Aerzen Rental shall cause to be performed, at Lessee's expense, routine maintenance of the Equipment, but, Aerzen Rental may consent, in writing, for Lessee to perform routine maintenance of the Equipment. Such routine maintenance includes, without limitation, installation, operation in accordance with operating manuals, use of genuine OEM parts, proper electrical grounding, and conformance to all applicable laws, codes, and regulations, as well as daily observations of the oil level. Lessee shall add oil of the specified and approved types as necessary to maintain the oil level within the proper ranges. Should maintenance of the Equipment require any replacement parts, Lessee agrees to use only genuine OEM parts purchased from Aerzen Rental.
 - b. In the event of Equipment failure, Aerzen Rental will determine, in its sole discretion, whether to repair or replace the Equipment. If Aerzen Rental decides to replace any Equipment, Lessee shall be responsible for all costs (excluding freight from the depot of origin) associated with replacing the Equipment.
 - c. In a manner satisfactory to Aerzen Rental, Lessee, at Lessee's expense, shall perform and document daily and weekly inspections and maintenance of the Equipment, including but not limited to oil level and key operating parameters. Lessee shall provide copies of all such documentation to Aerzen Rental on a weekly basis. Aerzen Rental may inspect or shutdown Equipment for repairs and/or maintenance with reasonable notice to Lessee, or no notice if Aerzen Rental determines that an immediate shutdown is necessary to prevent possible damage to the Equipment.

- d. Lessee shall not make any modifications to the Equipment. If Lessee makes any modifications to the Equipment, Lessee shall pay to Aerzen Rental the amount incurred by Aerzen Rental to cause the Equipment to be returned to its original condition or, if Aerzen Rental determines, in the sole discretion of Aerzen Rental, that the modifications made by Lessee cannot be undone without unreasonable effort or expense, for Aerzen Rental to purchase replacement Equipment. Lessee shall also pay to Aerzen Rental rent on any Equipment that Lessee shall have modified for any period that such Equipment is unavailable to Aerzen Rental to make available to rent as a result of any such modification, as if the Rental Term continued through the date that the Equipment shall have been returned to its original condition and received by Aerzen Rental or that Aerzen Rental shall have received replacement Equipment, as applicable.
- e. If the Equipment is not returned to Aerzen Rental in clean and rentable condition, Lessee shall pay Aerzen Rental an Equipment cleaning fee, which shall be based on Aerzen Rental's then-current hourly labor rates.
7. **Remote Monitoring.** Aerzen Rental may, without obligation, remotely monitor the operation of the Equipment and may inform Lessee of Equipment issues. Any remote monitoring provided is "AS IS" and "AS AVAILABLE". Lessee shall not disable remote monitoring functionality on the Equipment. Aerzen Rental has no obligation to remotely monitor the operation of the Equipment and shall not be responsible for any failure of the Equipment or damage attributable to the Equipment that may have been prevented by remote monitoring.
8. **Warranty.** Lessee understands that Aerzen Rental makes no representation or warranty of any kind, express or implied, with respect to the Equipment, including warranties of merchantability and fitness for a particular purpose.
9. **Damage, Loss, or Accident Associated with Equipment.** Lessee shall promptly notify Aerzen Rental of each incident of damage, loss, or accident involving the Equipment. Aerzen Rental agrees to reasonably aid Lessee and public authorities in the investigation and defense of all such claims, and assist in the recovery of damages from third parties liable therefor. Lessee shall be responsible to pay Aerzen Rental for the replacement value or repairs of damaged Equipment and rental fees at normal rental rates while damaged Equipment is unavailable to rent.
10. **Risk of Loss.** Lessee is responsible for all risk of loss to the Equipment at all times from delivery of the Equipment to Lessee until the Equipment is returned to Aerzen Rental at the depot of origin.
11. **Indemnification.** Lessee shall release, indemnify, defend, and hold harmless Aerzen Rental from and against any and all claims, demands, losses, damages, liabilities, lawsuits, causes of action, judgments, penalties, costs, and expenses (including but not limited to, attorney's fees, court costs, and other costs of suit) on account of property damage or loss, or personal injuries (including illness, disability, or death) arising out of or in connection with (a) the operation, use, or handling of the Equipment or services provided in connection with the Equipment rental, unless resulting from the gross negligence or willful misconduct of Aerzen Rental, and (b) from Lessee's breach of the Agreement.
12. **Lessee Insurance Requirements.** At all times that Lessee is in possession of the Equipment, Lessee shall, at Lessee's expense, maintain with an insurance carrier acceptable to Aerzen Rental:
- Commercial general liability insurance to protect Lessee and Aerzen Rental against damage to property or persons from the operation, handling, and use of the Equipment with minimum coverage of \$1,000,000 per occurrence and a \$2,000,000 general aggregate;
 - Commercial auto insurance to protect Lessee and Aerzen Rental against damage to property or persons from transportation-related losses with minimum coverage of \$1,000,000 per occurrence and a \$2,000,000 general aggregate;
 - If Lessee is hauling the Equipment, all risk cargo insurance, at the replacement value of such Equipment;
 - Workers' compensation insurance for Lessee's employees in amounts required by applicable state law; and
 - Replacement value property insurance coverage for the Equipment.
- Aerzen Rental shall be named as an additional insured on the insurance policies listed in Sections 12.a., 12.b., 12.c., and 12.d. Aerzen Rental shall be named as the loss payee on the insurance policy listed in Section 12.e. Lessee's property insurance shall include losses caused by theft, vandalism, fire, weather, Acts of God, acts or omissions of Lessee, Lessee's employees or agents, or third parties, and other risk of loss customarily insured against in a commercial property loss policy. Lessee shall cause its insurer to issue an endorsement identifying that all insurance identified in this Section 12 shall be primary and non-contributory, to the extent of Lessee's obligations under this Agreement and that Lessee and its insurer agree to waive their subrogation rights with respect thereto. Lessee shall provide to Aerzen Rental certificates of insurance evidencing the coverages required by this Section 12 prior to delivery of the Equipment and thereafter upon request by Aerzen Rental.
13. **Limitation of Liability.** In no event shall Aerzen Rental be liable for special, indirect, incidental, consequential, or punitive damages, or expenses incurred by Lessee or any third party, whether arising from breach of contract, warranty, negligence, strict liability in tort or other theories of law or equity, including, but not limited to, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss, even if Aerzen Rental is advised of the possibility of such damages or if such damages are foreseeable. The liability of Aerzen Rental to Lessee under any theory of recovery shall be limited to the amount of rental monies actually received by Aerzen Rental from Lessee for rental of the Equipment during the preceding 6 months.
14. **Force Majeure.** All rights and obligations in connection with the Equipment rental shall not be affected by any delay caused by any circumstances beyond the control of the parties, including but not limited to, Acts of God, fire, flood, war, shortages, allocations, government regulations, accidents, strikes, lockouts, or concerted acts of workers, but excluding the failure to pay money. Aerzen Rental will not compel its employees to cross a picket line to perform any services.
15. **Waiver.** No failure of Aerzen Rental to exercise or enforce any of its rights under the Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Aerzen Rental's acceptance of payment with knowledge of a default by Lessee shall not constitute a waiver of such default.
16. **Governing Law and Jurisdiction.** The Agreement and the respective rights and obligations of Aerzen Rental and Lessee with regard to the Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof. Aerzen Rental and Lessee each hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the Eastern District of Pennsylvania and Chester County, Pennsylvania for the adjudication of any dispute under or in connection with the Agreement.
17. **Entire Agreement.** The Agreement constitutes the entire agreement of Aerzen Rental and Lessee with respect to the rental of the Equipment. No variation or modification of the Agreement and no waiver of any of its provisions shall be valid unless in writing and signed by both Aerzen Rental and Lessee.