

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources

BOARD AGENDA # *B-2

Urgent Routine

AGENDA DATE September 25, 2012

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Enter into an Agreement with Holt of California for Preventative and Remedial Maintenance of Heavy Equipment at the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Approve the Agreement with Holt of California for preventative and remedial maintenance of heavy equipment at the Fink Road Landfill, at a cost not to exceed \$600,000 for September 18, 2012, through June 30, 2016.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to sign Agreement No. A011212.
3. Authorize the Director of the Department of Environmental Resources, or her designee, to sign amendments to the Agreement for an overall total not to exceed \$690,000, which includes contingency funding of up to \$90,000 which equates to a maximum of 15% of the total contract amount.

FISCAL IMPACT:

The total amount of expenditures under this Agreement shall not exceed \$690,000. This total equals an estimated \$150,000 per year for four years plus a maximum of 15%, or \$90,000 in allowable contract changes. Sufficient appropriations for the portion of this service that will occur during Fiscal Year 2012-2013 exist within the current Operating Budget for the Fink Road Landfill. The ongoing costs for succeeding years will be included in the Department's annual Proposed Budget. The Fink Road Landfill is an Enterprise Fund that is fully funded through the collection of tipping fees.

BOARD ACTION AS FOLLOWS:

No. 2012-489

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Enter into an Agreement with Holt of California for Preventative and Remedial Maintenance of Heavy Equipment at the Fink Road Landfill

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road Landfill (Landfill). Several pieces of heavy equipment are required for this operation, including but not limited to: dozers, tractors, a grader, a compactor, and a roller among others. Landfill employees conduct daily maintenance checks on the equipment and also perform many types of routine maintenance, often with the assistance of staff at the Morgan Road Shop, however, much of the preventative and remedial maintenance must be performed by an outside provider.

Since the majority of the Landfill's equipment was manufactured by Caterpillar, the Department has routinely used Holt of California, a nearby Caterpillar dealer, for its preventative and remedial maintenance. Over the years, this has cumulatively resulted in significant expenditures with a single vendor, and as such, the General Services Agency Purchasing Division (GSA) recommended that the work be put out to competitive bid.

On December 14, 2010, the Department and GSA cooperatively initiated an Invitation to Bid, No. 10-63-TRS. Bid responses were due on February 10, 2011, and Holt of California submitted the only Bid response. Staff reviewed Holt's response and found it to be both responsive and responsible. Staff's analysis of Bid pricing identified that if Stanislaus County entered into a Contract with Holt of California based on the Bid pricing submitted, Stanislaus County would be paying an average increase of 20% more than what was paid to Holt the previous year. Staff conferred with GSA and obtained approval to negotiate the contract as Holt of California was the only company that responded to the Bid.

Negotiations with Holt of California resulted in a modest unit price increase of 2.3% for each year of the contract and an overall savings of \$25,525 over the contract term. These savings are attributable to the following: 1) Billable rates are fixed for the duration of the contract term as identified in Exhibit C of the Agreement; 2) Removing a standard \$350 fixed mileage fee which was added to the base rate for service and replacing the fixed mileage fee with being invoiced for the actual mileage with a \$350 maximum not to exceed limit per trip - allowing for savings when service trips for the various machines are consolidated; and 3) Removing extra service level requirements that were requested in the Bid but were later determined by Staff to not be required to maintain the equipment according to the Manufacturer Specifications.

This Agreement, No. A011212 (Attachment A), is for both preventative and remedial maintenance. If approved, the contract will be effective September 18, 2012, and will continue through June 30, 2016.

POLICY ISSUES:

Approval of this agenda item to award a contract to Holt of California to provide preventative and remedial maintenance of heavy equipment at the Fink Road Landfill is consistent with the Board's priorities of providing A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. These services are critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

Approval to Enter into an Agreement with Holt of California for Preventative and Remedial Maintenance of Heavy Equipment at the Fink Road Landfill

STAFFING IMPACTS:

There are no staffing impacts associated with this item.

CONTACT PERSON:

Jami Aggers, Interim Director of Environmental Resources Telephone: 209-525-6770



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement For Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Holt of California ("Contractor") on _____.

Recitals

WHEREAS, the County has a need for services involving preventive and remedial maintenance of heavy equipment at the County's Fink Road Landfill; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A, Exhibit 1, and Exhibit 2**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. **Consideration**

2.1 County shall pay Contractor as set forth in Exhibit A and **Exhibit B**.

2.2 Except as expressly provided in Exhibit A and Exhibit B of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

ATTACHMENT A

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1. General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2. Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3. Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

- 6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.
- 6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

- 7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use;

provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
 Department of Environmental Resources
 Attention: Susan M. Garcia, C.P.M., A.P.P.
 3800 Cornucopia Way, Suite C
 Modesto, CA 95358

To Contractor: Holt of California
 Attention: Ryan Beatie
 1521 West Charter Way
 Stockton, CA 95208

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or

anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

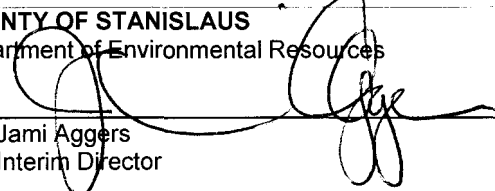
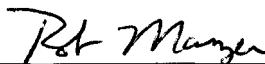
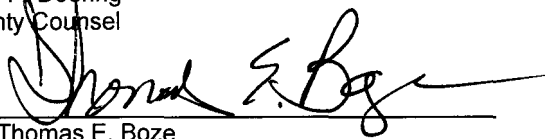
<p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By:  Jami Aggers Interim Director</p> <p>"County"</p>	<p>HOLT OF CALIFORNIA</p> <p>By:  Name <u>Rob Manszer</u> Title <u>Product Support SALES MGR</u></p> <p>"Contractor"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By:  Thomas E. Boze Deputy County Counsel</p>	

EXHIBIT A

A. DEFINITIONS

Preventive Maintenance Preventive maintenance is conducted to keep equipment working and/or extend the life of the equipment. It is a procedure of maintaining, inspecting, measuring, testing, adjusting, replacing parts and reconditioning equipment at regular intervals according to specific instructions, and is intended to prevent failures in equipment operation or to slow down the pace of deterioration. It is keeping the equipment in a good state of repair so as to minimize the need for more costly major repair work or replacement.

Preventive maintenance is periodic in nature—the periodicity is based on hours used, on a calendar basis, or a combination of both.

Remedial Maintenance Remedial maintenance is maintenance performed as required, on an unscheduled basis, by the contractor following some indicators that the equipment is going to fail, the equipment performance is deteriorating, the equipment item or part is worn out, or the equipment has failed to operate. It is also known as a procedure of repairing components or equipment as necessary either by on-site repair or by replacing individual elements in order to keep the equipment in proper operating condition or to bring it back to working order.

B. SCOPE OF WORK

The Contractor shall provide all the labor, tools, material, supplies, equipment, parts, and incidentals to perform both preventative and remedial maintenance on the County's owned equipment listed in Exhibit 1, and as described below and in Exhibit 2. The County, by means of an amendment to the Agreement, may add or subtract equipment from the Agreement.

The primary goal of Preventive Maintenance is to avoid or mitigate the consequences of failure of equipment. This may be by preventing the failure before it actually occurs, which Preventive Maintenance helps to achieve. It is designed to preserve and restore equipment reliability by replacing worn components before they actually fail. Preventive maintenance activities include partial or complete overhauls at specified periods, oil changes, lubrication, etc. In addition, equipment deterioration records are maintained to identify when to replace or repair worn parts before they cause system failure. The ideal preventive maintenance program would prevent all equipment failure before it occurs.

The primary goal of Remedial Maintenance is to preserve and restore equipment reliability when there are some indicators that the equipment is going to fail, when the equipment performance is deteriorating, when the equipment item or part is worn out, or when the equipment has failed to operate. It is also known as a procedure of repairing components or equipment as necessary either by on-site repair or by replacing individual elements in order to keep the equipment in proper operating condition or to bring it back to working order.

The County performs preventive and remedial maintenance on LF-510, LF-511, LF-518 and LF-524 as listed in Exhibit 1. However, on occasion, the County staff is unable to perform repairs on this equipment and may have to have an outside contractor perform the repairs.

The County's Department of Environmental Resources, Landfill staff, performs daily equipment inspections, as described in Exhibit 2, on the equipment they run that particular day.

The Contractor shall provide the specified service requirements in accordance with all Federal, State, and local applicable laws, standards and regulations necessary to perform the services. The Contractor shall perform the preventive and remedial maintenance on site at the County's Fink Road Landfill.

5.1 Service Requirements The Contractor shall:

- 5.1.1 Perform preventive and remedial maintenance on all of the equipment listed in Exhibit 1, except equipment identified as LF-510, LF-511, LF-518, and LF-524. On this specific equipment the County performs the preventive and remedial maintenance. However, on occasion, the County staff is unable to perform repairs on this equipment and may have to have an outside contractor perform the repairs.

Maintenance shall include, but not be limited to, Contractor performing inspections, testing and repair of the battery, fuel system, exhaust system, air system, starter and battery charger system, controls (mechanical, electrical, pressure and thermal) and protection devices, gauges, instrumentation, indicator lights, vents and leaks.

- 5.1.2 Complete preventive maintenance service in accordance with the standard every 250-hours service interval, the intervals specified on the attached, and shall meet, exceed or include, any of the manufacturers' requirements not listed.

- 5.1.3 Obtain all permits, licenses and inspections as required and furnish all labor, materials, insurance, equipment tools, supervision, and incidentals necessary to accomplish the work in these specifications.
- 5.1.4 Coordinate with and obtain approval from the designated County representative prior to initiating any major repairs.
- 5.1.5 Provide all labor, materials, miscellaneous parts, equipment, tools, methods of communication, and if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the Agreement. Contractor shall ensure all materials/parts provided by the Contractor shall be new materials of high quality that shall give long life and reliable operation. Replacement parts furnished by the Contractor shall be of the same manufacturer or an equal product. When the County has a spare part available, the Contractor shall be required to use that part when requested to do so by the County.
- 5.1.6 Ensure all labor quoted shall include all labor cost, insurance overhead, profit, and be exclusive of taxes.
- 5.1.7 Perform all preventive and remedial work at the County Fink Road Landfill site unless by the nature of the required repairs, it would be necessary to remove a component to the Contractor's shop for repair. The Contractor shall arrange for and transport the equipment to a repair facility, if necessary to make the repairs required off-site. The County shall reimburse the Contractor for such transportation costs at standard rates. A copy of the hauler's invoice shall be attached to the invoice at the time of billing. No markup shall be applied to the cost of transportation.
- 5.1.8 Permit County representatives to be present during the performance of any repairs and furnish the County with all replaced parts and other information concerning such repairs requested by the County within ten (10) days after repair or replacement of such parts.
- 5.1.9 Use their best efforts to repair the property in a timely manner. If a unit is to be down for more than twelve (12) hours, Contractor shall advise and inform County representative of the nature of the repair that caused the shutdown and Contractor shall provide County with the length of time the repair will take. If the length of time for the repair of the equipment quoted by Contractor exceeds 72-hours, Contractor shall provide County in writing the option of accepting the quoted time of repair or providing the County with a cost to meet the 72-hours repair time. If the County does not choose the option to have the equipment repaired within 72-hours and accepts the quoted time of repair in excess of 72-hours, Contractor shall repair and make available the equipment for County's use within the timeframe agreed upon in writing. If the Contractor fails to repair and make available the equipment for County's use within the timeframe agreed upon, the County shall receive a credit for each day after the agreed upon period that the equipment or an acceptable substitute has not been provided by the Contractor. The daily credit shall be equal to 1/30th of the total repair cost. The daily credit period shall end at the time the equipment is in fully operable condition and in the possession of the County.
- 5.1.10 Ensure technicians have on-going training on current and new technologies throughout the term of the Agreement.
- 5.1.11 Ensure the technicians that are factory trained keep their certification(s) current and, if applicable, any licenses required in the performance of the services.
- 5.1.12 Provide a telephone number to a centralized manned station or answering service 24 hours per day, seven days a week, including state and federal holidays observed by the County.
- 5.1.13 Provide a primary point of contact. Primary contact shall also be the contact for emergency call-out responses.
- 5.1.14 *Emergency Call-Out:* Verbally respond to requests for emergency services on any landfill heavy equipment unit within two (2) hours and be on site to perform repairs within four (4) hours after being contacted by telephone, or in writing by facsimile transmission, email, text or by mail. Contractor shall furnish the labor, parts, materials, supplies, tools and equipment required to make the repairs in a good and workmanlike manner. The repairs shall be completed, as soon as possible, but no later than 72-hours after Contractor arrives at the site, unless Contractor immediately informs the County representative upon arrival that the repairs will take longer than 72-hours. The 72-hours period shall end at the time the equipment is in fully operable condition and in the possession of the County. Contractor shall provide the County with a written notice of any repairs that will take longer than 72-hours and provide in the notice the date the equipment repairs shall be completed and equipment made available for County's use. Contractor shall also provide County with the option of accepting the quoted time of repairs or provide the County with a written cost proposal to meet the 72- hours repair time. If the County does not choose the option to have the equipment repaired within 72-hours and accepts the quoted time of repair in excess of 72-hours, the Contractor shall repair and make available the equipment for the County's use within the timeframe agreed upon in writing. If the Contractor fails to repair and make available the equipment for County's use within the timeframe agreed upon in writing, the County shall receive a credit for each day after the

agreed upon period until the equipment is completely repaired and made available for County's use. The daily credit shall be equal to 1/30th of the total repair cost. The daily credit period shall end at the time the equipment is in fully repaired and in operable condition and in the possession of the County. County's representative shall notify Contractor if a call constitutes an emergency situation. Contractor shall contact designated County representative upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed 24-hours, seven days a week if deemed necessary by County representative.

- 5.1.15 *Non Emergency Call-Out:* Verbally respond to requests for non-emergency service on any landfill heavy equipment unit within four (4) hours and be on site to perform repairs within 48 hours after being contacted. Contractor shall contact the designated County representative upon arrival at the job site. Contractor shall provide the County with a written notice of the length of time the repairs will take. Contractor shall also provide County with the option of accepting the quoted timeframe for repairs or provide the County with a written cost proposal to meet a shorter repair timeframe. If the County does not choose the option to have the equipment repaired in the shorter timeframe and accepts the originally quoted time of repair, Contractor shall repair and make available the equipment for the County's use within the timeframe agreed upon in writing. If the Contractor fails to repair and make available the equipment for County's use within the timeframe agreed upon in writing, whether it is the shorter timeframe or the originally quoted timeframe, the County shall receive a credit for each day after the agreed upon period until the equipment is completely repaired and made available for County's use. The daily credit shall be equal to 1/30th of the total repair cost. The daily credit period shall end at the time the equipment is in fully repaired and in operable condition and in the possession of the County.
- 5.1.16 *Additions, Deletions, or Replacements:* The County may add, delete or permanently replace landfill heavy equipment on Exhibit 1 – List of Landfill Heavy Equipment. If any landfill heavy equipment is permanently replaced, Contractor shall perform preventive maintenance on the replacement equipment when the manufacturer's warranty has expired. If the replacement of the equipment is due to warranty issues and the replacement unit is not the same but is comparable in kind and/or features, the cost of the maintenance of the replacement equipment shall be the same as previously established in the Agreement. If unit is replaced with a new unit due to the age of the equipment, and the new unit is comparable in kind and/or features, the cost of the maintenance of the new replacement unit shall be the same as previously established in the Agreement for the old unit. If the new unit is not comparable in kind and/or features, the County and the Contractor shall negotiate the cost of maintenance.
- The method for authorizing additions, deletions or replacements shall be by a signed amendment to the Agreement.
- 5.1.17 *Inspections, Testing and Repairs:* Conduct inspections, testing and repairs. All landfill heavy equipment listed on Exhibit -1 shall be tested, adjusted and lubricated per manufacturer's recommendations.
- 5.1.18 Confirm each inspection via phone and email to the designated County representative 72 hours prior to the beginning of each inspection. Contractor shall state a realistic and true time when they can schedule the work for preventive and remedial maintenance service. If the proposed schedule is acceptable to the County representative, the Contractor shall book the job. Proposed schedule shall be honored within a time frame of plus or minus one-half (1/2) hour from the time scheduled.
- 5.1.19 Attach stickers on each equipment item at inspection completion, indicating the date and result of each inspection, condition of equipment, and the technician(s) full name(s).
- 5.1.20 Provide a service ticket to the designated County representative for signature upon completion of each inspection or repair.
- 5.1.21 Contractor shall obtain pre-approval from the designated County representative, to perform major/remedial repairs.
- 5.1.22 Perform remedial maintenance following some indicators that the equipment is going to fail, the equipment performance is deteriorating, the equipment item or part is worn out, or the equipment has failed to operate. Contractor shall also repair components or equipment as necessary either by on-site repair or by replacing individual elements in order to keep the equipment in proper operating condition or to bring it back to working order. Repairs shall be pre-approved by the designated County representative before work is begun.
- 5.1.23 Use drip pans or drop cloths to catch drips and spills, if you drain and replace motor oil, radiator coolant or other fluids on-site.
- 5.1.24 Collect all used fluids, store in separate containers and recycle whenever possible.

- 5.1.25 Do not use diesel oil to lubricate equipment or parts.
- 5.1.26 Conduct all equipment maintenance at one location - away from storm drains.
- 5.1.27 Perform major maintenance (i.e., engine overhauls, transmission overhauls, undercarriages, etc.) repair jobs off-site.
- 5.1.28 Keep the premises clean of all rubbish and debris generated by the work involved, and shall leave the premises neat and clean. This includes, but is not limited to, the Contractor sweeping up dry spilled materials immediately. Never attempt to bury them or "wash them away" with water. Never hose down "dirty" pavement or surfaces where materials have spilled. Use dry cleanup methods whenever possible. Clean up leaks, drips and other spills immediately. This will prevent contaminated soil or residue on paved surfaces. Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.

The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area the County's representative shall be consulted.

- 5.1.29 Report significant oil or fuel spills greater than one (1) quart to the appropriate spill response agencies immediately. Use the telephone numbers provided here to report significant spills greater than one (1) quart, illegal dumping, or clogged catch basins.
- 5.1.30 If a spill occurs involving a hazardous material:
 - (a) If necessary Call 911 first.
 - (b) The State of California Emergency Management Agency's phone number is 1-800-852-7550 and they are to be notified.
 - (c) The following County number, (209) 525-6700, must be called unless it is after hours, then the reporting party is to inform the 911 operator that County staff are needed on scene, or if it is a small spill and not an emergency, call (209) 525-6727 to leave a recorded message when the office opens again on the next business day.
 - (d) There are three (3) important California codes that regulate the reporting of hazardous materials spills as follows:

The Health and Safety Code states that any spill or threatened spill must be reported to the CUPA (for Stanislaus County that is the Dept. of Environmental Resources) [Health and Safety Code section 25507 (b)] unless it is spilled by a person engaged in the transportation of that material on a highway (in which case the CHP must notify the state for all hazardous materials spills except of petroleum less than 42 gallons (Vehicle Code 23112.5 (a)). And the Water Code states that the State Emergency Management Agency (EMA) must be notified if more than 42 gallons of petroleum product enters the receiving waters unless a lesser amount must be reported for a specific body of water.

- 5.1.31 When providing any equipment that requires fitting and assembly, and the installation is performed by a manufacturer's authorized servicer, approved servicer, or an experienced worker, the Contractor shall be solely responsible for ensuring that the workmanship utilized is of the highest caliber. Contractor must verify all dimensions at the site, and shall be responsible for their correctness. Contractor shall also be responsible for the availability of replacement parts.
- 5.1.32 Assume full responsibility for all item(s) damaged prior to Free On Board Destination (F.O.B) delivery and agree to hold harmless the County of all responsibility for processing damage claims.
- 5.1.33 Be solely responsible for disposing of all wrappings, crating, and other disposable material upon delivery of item(s) used to service, repair or replace equipment or equipment components.
- 5.2 Reports The Contractor shall submit work performance reports and systemic reports as requested by the County.
 - 5.2.1 Work Performance Reports (WPRs): Contractor shall provide original completed WPRs to the designated County representative upon completion of work on any components. The Contractor shall also retain a copy of, and maintain a log of all WPRs for each component. The WPRs shall identify the equipment or component by

manufacturer, serial number and model number. The WPRs shall also list the date of the service, inspection or repair performed, work completed, parts and materials used and any other pertinent information regarding the component or equipment. The technician conducting the work shall complete and sign all WPRs.

5.2.2 Systemic Reports (SRs): Contractor shall provide an all inclusive quarterly, annual or as-needed written or computerized SR based on each system after testing, maintenance and repairs are completed. The data in the SR shall be based on a summary of all WPRs previously provided to the designated County representative. The SR will advise of all inspection problems or potential problems, and include the maintenance history of all components within each system and be documented on the WPRs.

5.2.2.1 Contractor shall prepare the required SR on each tested equipment showing results of the inspection and testing. This SR shall be delivered to the designated County representative within one (1) month after completion of the systemic inspection and testing, or whenever requested by the designated County representative.

5.2.2.2 If the tested system does not pass the test after component repairs have been completed, the Contractor shall supply a SR itemizing the estimated cost of repair to make the equipment functional.

5.3. Hazardous Materials The Contractor shall properly dispose of all hazardous materials inclusive of, but not limited to, used or contaminated fuels, lubricants and filters, in accordance with Federal, State and local laws and ordinances. The Contractor shall provide the County a copy of a standard form of transportation manifest showing that all used or contaminated fuels, lubricants and filters were properly handled and disposed of during each occurrence.

5.4 Miscellaneous Services Contractor shall provide miscellaneous services (such as minor code upgrades, minor installations, fabrication work, sheet-metal work, rental equipment, and installation services) necessary to complete repairs.

5.4.1 Contractor shall provide a cost estimate, to the County representative for such miscellaneous services. All pricing shall be in accordance with the terms and conditions of this Agreement.

5.5 Miscellaneous Parts Contractor shall provide miscellaneous parts necessary to complete work.

5.5.1 Miscellaneous parts shall be paid at the Contractor's actual cost plus percentage of mark up identified in Exhibit B of this Agreement.

5.6 Warranty Requirements

5.6.1 Contractor shall assume full responsibility for providing or ensuring warranty service on any and all items, including goods, materials, or equipment or equipment parts provided to the County with warranty coverage. If Contractor is not the manufacturer, all manufacturers' warranties must be passed through to the County. The Contractor and not the County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of the County.

5.6.2 Performance Warranty: The Contractor shall guarantee all work, equipment and materials, included in the servicing the equipment, against any defects in workmanship; and shall satisfactorily correct, at no cost to the County, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the County. If the Contractor is notified in writing of a deficiency in the work provided within one year from completion of the work, the Contractor shall, at the County's option, re-perform the work in question at no additional cost to the County, or refund the original charges for the work in question to County, including the difference in cost if any, to re-perform the work if completed by another Contractor.

5.6.3 Material Warranty: Parts furnished shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for Contractor provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by County. The vendor shall provide the designated County representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

5.7 Safety The Contractor shall:

5.7.1 Provide their personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing safety gear.

- 5.7.2 Provide all equipment and tools, which shall be the appropriate type for the task to which its use has been assigned. The equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.
- 5.7.3 Thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly and safe manner prior to commencing work.
- 5.7.4 Maintain a safe work environment at all times. The Contractor shall report immediately to the designated County representative the existence of unsafe condition(s), which will compromise the performance of the service.
- 5.7.5 Consider compliance with County safety policies.

5.8 Work Hours

Contractor shall perform preventive and remedial maintenance during regular working hours and working days, except if the equipment is not operable. If the equipment is not operable, Contractor shall make repairs at County's request at times other than Contractor's regular working hours and working days.

- 5.8.1 Regular work hours (straight time) for performance of the service are 8:00 a.m. to 4:30 p.m. / Monday through Friday.
- 5.8.2 Off-shift hours are nights, weekends are those hours performed beginning at 4:31 p.m. through 7:59 a.m., Monday through Friday, Saturday if absolutely necessary and anytime on Holidays. All off-shift or modified hours shall be approved in writing by the County.
- 5.8.3 Travel Time: All mileage and travel time to and from the job site is not reimbursable on a separate basis, it is included in the hourly billable rates and maintenance rates set forth in Exhibit B. This includes travel time when transporting units to be repaired at the Contractor's site.

5.9 Subcontracting

- 5.9.1 Subcontractors providing service shall meet the same service requirements and provide and same quality of service required of the Contractor.
- 5.11 Workmanship: Where not more specifically described in any of the various sections of these specifications or sample agreement, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrications, construction or installation regularly furnished or required for completion and successful operation as intended.
- 5.12 Continued Use of Facilities: The location involved in this project will continue to be occupied during the contract. Work shall be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit his personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if authorized, will be performed at no additional expense to the County.
- 5.13 Repair: Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds the warranty identified in this Agreement shall be honored by the Contractor.
- 5.14 Records: The County shall keep and maintain at its landfill office a record of the number of hours that the equipment is operated on a day-to-day basis, which time records shall be available for inspection by the Contractor or its representative upon the Contractor's request, but not more frequently than twice during each calendar year.
- 5.15 Right of Entry: The Contractor shall have the right to enter, during regular business hours, the premises where the equipment is located or used for the purpose of repair, maintenance or inspection. The Contractor shall attempt to arrange the times for maintenance or inspections to minimize disruption of the County operations.

C. COMPENSATION

The Contractor shall be compensated in accordance with Exhibit B - Price Schedule of this Agreement.

D. LIMIT OF EXPENDITURE

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **Six-Hundred, Thousand Dollars (\$600,000.00)** including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

E. INVOICE REMIT TO:

The remit to address is:

Stanislaus County
Department of Environmental Resources Services
Attention: Landfill Division Accounting
P.O. Box 86
Crows Landing, CA 95313

The County's Contract Number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:

1. Location where equipment repair was performed.
2. Description of equipment and work performed.
3. Date(s) work performed.
4. Itemized list of material, if any.
5. Itemized cost of material, if any.
6. Labor cost per hour by title and quantity of hours by title.

If the above information is not noted on the invoice, it will be returned to the Contractor for additional information before payment can be made.

F. REPRESENTATIVES

The County's Project Manager is Gerry Garcia, (209) 837-4816. The Contractor's representative is Ryan Beatie, (916) (921-8800).

G. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

H. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

I. AGREEMENT PERIOD

This shall be effective from date of award through June 30, 2016.

J. TERMINATION FOR CONVENIENCE

The County or contractor may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor or County. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

K. COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA), which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Contractor or any of the Contractor's employees shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the County of such violation.

L. COMPLIANCE WITH UL AND FCC REQUIREMENTS

The successful Contractor shall be responsible for strict compliance with all requirements of Underwriters Laboratories (UL) and the Federal Communications Commission (FCC), which are applicable to the item(s) to be purchased pursuant to this Agreement.

M. MULTI-YEAR CONTRACTS

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, the County shall have the right to terminate this contract and the Contractor is not entitled to recover any costs not incurred prior to termination.

N. REMOVAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

(End of Exhibit A)

**EXHIBIT B
PRICE SCHEDULE**

PRICE SCHEDULE:

The Contractor shall provide all the supervision, labor, equipment, materials, tools, and the delivery and pick up necessary to perform the services for the completion and operation of the equipment identified in Exhibit A – Scope of Work / Specifications in accordance with the rate schedule below.

The Preventive Routine Maintenance Fixed Rate Schedule

The pricing includes labor, tools, supervision, equipment, supplies, materials, parts, and incidentals for the Contractor to provide complete service/maintenance of the equipment identified in this Agreement. The pricing is identified in the below price schedule and shall remain valid for four (4) years.

Note: The below fixed rate does not include Contractor’s travel to and from the place of service. Travel shall be billed at \$3.90 per mile and shall not exceed the maximum cumulative mileage charge of \$350.00 per round trip. Contractor’s travel charge per round trip to the service location may be less than the maximum amount of \$350.00 per round trip allowed in this Agreement, as Contractor may combine servicing trips to reduce the travel charges to the County. For example, two units are being serviced by the Contractor at the same time, the Contractor makes one (1) round trip and splits the round trip travel charge between both units being serviced and invoices one-half of the travel charge to one unit and the other half of the travel charge to the other unit. Travel shall be invoiced at actual mileage.

Equipment	Make/Model	Preventive Maintenance Service Type	Fixed Rate Per Service Year 2012	Fixed Rate Per Service Year 2013	Fixed Rate Per Service Year 2014	Fixed Rate Per Service Year 2015
LF-525	Cat D8T Dozer S/N KPZ01429	PM-1 Every 250 Service Hours	\$408.13	\$417.52	\$427.12	\$436.94
		PM-2 Every 500 Service Hours, Plus PM-1	\$998.93	\$1,021.91	\$1,045.41	\$1,069.46
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,863.80	\$1,906.66	\$1,950.52	\$1,995.38
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2,545.77	\$2,604.32	\$2,664.22	\$2,725.50
LF-512	Cat D8R Dozer S/N 7XM04915	PM-1 Every 250 Service Hours	\$389.40	\$398.35	\$407.52	\$416.89
		PM-2 Every 500 Service Hours, Plus PM-1	\$623.96	\$638.31	\$652.99	\$668.00
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,571.34	\$1,607.48	\$1,644.45	\$1,682.28
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2,056.86	\$2,104.16	\$2,152.56	\$2,202.07
LF-526	Cat CS563CD Roller	PM-1 Every 250 Service Hours	\$335.44	\$343.16	\$351.05	\$359.13
		PM-2 Every 500 Service Hours, Plus PM-1	\$809.67	\$828.29	\$847.34	\$866.83
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,501.79	\$1,536.33	\$1,571.66	\$1,607.81
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$1,710.48	\$1,749.82	\$1,790.07	\$1,831.24

Equipment	Make/Model	Preventive Maintenance Service Type	Fixed Rate Per Service Year 2012	Fixed Rate Per Service Year 2013	Fixed Rate Per Service Year 2014	Fixed Rate Per Service Year 2015
Model D6R	LF602 S/N WRG00860	PM-1 Every 250 Service Hours	\$383.12	\$391.93	\$400.94	\$410.16
		PM-2 Every 500 Service Hours, Plus PM-1	\$753.09	\$770.41	\$788.12	\$806.25
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,594.74	\$1,631.42	\$1,668.94	\$1,707.33
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2,156.00	\$2,205.59	\$2,256.32	\$2,308.21

*NOTE: For the LF 512 - CAT D8T, S/N KPZ01429, Year 2007, a set of belts is not included in the pricing for every 250 hours service interval. The belts shall be checked and adjusted as needed by the Contractor. Belts shall be replaced when worn to a point that they can no longer be adjusted.

** NOTE: For the LF 512 - CAT D8T, S/N KPZ01429, Year 2007, window wipers is not included in the pricing for every 500 hour service interval or 3 months. The window wipers shall be replaced by the Contractor as needed. They do not need to be replaced every 500 hours or at the 3 month interval.

***NOTE: For the LF 512 - CAT D8T, S/N KPZ01429, Year 2007, refrigerant dryer condenser is not included in the pricing for every year. Contractor shall use the refrigerant dryer condenser in most cases to charge the system as needed.

The below are the detailed maintenance tasks performed by Contractor for PM-1 through PM- 4 Service:

PM – 1 (250 Hour Service)	PM – 2 (500 Hour Service, plus PM -1)	PM – 3 (1,000 Hour Service, plus PM-1,2)	PM -4 (2,000 Hour Service, Plus PM 1, 2, 3)
Visual & Operational Inspection	Change Transmission & Hydraulic Filters	Change Transmission Oil	Change Differential & Final Drive Oil & Filters
Change Engine Oil & Filter	Change Fuel Primary/ Water Separator Filter	Inspect Transmission Breather & Screen	Change Hydraulic Tank Oil
Change Secondary Fuel Filter	Clean Crankcase Breather	Replace Inner / Outer Air Cleaner	Additional Charge – Change Engine Coolant, if required
Scheduled Oil Sample – Engine	Clean Fuel Tank Cap & Fill Screen	Vibratory Compactors – Change Hydraulic Oil	Additional Charge – Power Steer Filter
Check All Fluid Levels	Scheduled Oil Samples – All Components	Additional Charge – A/C Filters if required	
Inspect Air Intake System	Additional Charge – Power Steer Filter	Additional Charge – Power Steer Filter	
Lubricate Grease Fittings, as needed			
Check Track Adjustment			
Proper Disposal of Waste Fluids & Filters			

Additional repairs such as adjusting engine valve lash, replacing air conditioning filters or any other specific repair option shall be billed on a time and material basis based on the Billable Hourly Labor Rates below and the Materials mark up Percentages listed below.

Billable Hourly Labor Rates:

The below billable rates shall be valid for four (4) years and shall be the basis for quoting all labor for Remedial and Preventive maintenance prices. These rates are all inclusive rates. All mileage and travel time to the and from the job site is not reimbursable as a separate line item. Mileage and travel cost are included in the hourly billable rates listed below.

1. Cost per hour per skilled worker for straight time (regular business hours – Monday through Friday, 8:00 a.m. to 4:30 p.m.

Employee Title	Hourly Billable Rate	CERTIFIED (Yes or No)
Shop Technician	\$101.00	Yes
Field Technician	\$118.00	Yes

2. Cost per hour per skilled worker for Nights and Weekends

Employee Title	Hourly Billable Rate	CERTIFIED (Yes or No)
Shop Technician	\$141.00	Yes
Field Technician	\$158.00	Yes

3. Cost per hour per skilled worker for Holidays

Employee Title	Hourly Billable Rate	CERTIFIED (Yes or No)
Shop Technician	\$181.00	Yes
Field Technician	\$198.00	Yes

Equipment/Supplies/Materials/Parts

Equipment, Parts and incidental items necessary to complete the Preventive and Remedial maintenance shall be quoted at Contractor's actual cost (less tax) plus markup % over the actual cost (less tax). A Copy of supplier's actual invoice for the parts or item shall be attached to the invoice submitted for payment. (No mark-up on rental equipment charges.) No markup shall be added on the sales tax.

State percentage of markup over the actual Contractor's cost of the item:	Unit Price	Percentage
1. Materials/Parts (Total Cost plus %)	\$0 - \$749.00	10%
2. Materials/Parts (Total Cost plus %)	\$750 - \$4,499	10%
3. Materials/Parts (Total Cost plus %)	\$4,500 and up	10%

F.O.B. - Destination

Emergency Service Contact:

Name: Brad Griffin Telephone Number: (209) 649-3156

Call Response Time: Within two (2) hours after notification by County.

Holidays: Contractor shall list the holidays observed by their company:

- President's Day
- Memorial Day
- July 4
- Labor Day
- Thanksgiving and the Friday following Thanksgiving
- Christmas Eve, or the closest weekday to it if it falls on a weekend
- Christmas Day, or the closest weekday to it if it falls on a weekend

(End of Exhibit B)

EXHIBIT 1

DEPARTMENT OF ENVIRONMENTAL RESOURCES– LANDFILL HEAVY EQUIPMENT LIST

Below is a list of heavy equipment located at the Fink Road Landfill.

The County performs preventive and remedial maintenance on LF-510, LF-511, LF-518 and LF-524 listed below. However, on occasion, County personnel are unable to perform repairs on LF-510, LF-511, LF-518 and LF-524, and may request the Contractor to perform service on the equipment. When the County requests the Contractor to perform service on LF-510, LF-511, LF-518 and LF-524, the service shall be performed in accordance with the terms and conditions of this Agreement.

Equipment	Year	Make	Model #	Machine Serial #	Description & Accessories	Engine Model#	Engine Serial #	Engine Make	Engine Family #	Horse Power	Engine Liters	ARB EIN #
LF-510	1991	CAT Backhoe	416	5PC13712	Backhoe w/Clam Bucket	4.236	00449782V	Perkins	N/A	75	3.9	US4A68
LF-511	1988	CAT Grader	140G	72V10360	Road Grader	3306B	08Z38078	CAT	N/A	150	10.5	DG9H38
LF-525	2007	CAT Dozer	D8T	KPZ01429	Dozer D8T	C15	LHX08283	CAT	6CPXL 15.2SLK	347	15.2	JJ6G58
LF-518	1993	CASE/IH	895	JJE0021897	Tractor (mower)	D-268	000D081591	CASE/IH	N/A	82	4.4	RD4P65
LF-524	2003	CASE Tractor	STX450	JEE0100734	Cover Garbage	QSX15-A450	14032988	CUMMINS	2CEXL015.AAA	450	15	VA9X94
LF-512	2000	CAT Dozer	D8R	7XM04915	Dozer D8R	3406C	41Z18188	CAT	YCPXL14.6MRJ	328	14.6	JM4U38
LF-527	2010	CAT Compactor	836H	BXD00799	Compactor	C18	RHX08540	CAT	9CPXL18.1ESK	575	18.1	CM6T36
LF-526	2001	CAT Roller	CS563CP	9MW00911	Enclosed Cab Roller	3116	98Z37523	CAT	1CPXL06.6MRA	145	6.6	WE3W73
LF-602	2007	CAT Dozer	D6R	WRG860	Dozer D6R Ash –	C9	THX08029	CAT	7CPXL08.8ESK	200	8.8	TH3P67

(End of Exhibit 1)

EXHIBIT 2
MAINTENANCE SCHEDULE

The Contractor shall perform complete preventive and remedial maintenance service in accordance with the standard every 250 hours service interval, the annual and quarterly intervals specified, and shall meet, exceed or include, any of the manufacturers' requirements not listed. The below schedule identifies the County's and the Contractor's responsibility in performing the listed services.

1. LF525- CAT D8T, S/N KPZ01429, Year 2007

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
1	When Required	After cooler Core	Inspect / Clean	X	
2	When Required	Air Conditioner Condenser	Clean	X	
3	When Required	Battery or Battery Cable	Inspect / Replace	X	
4	When Required	Bottom Guard (Power)	Clean	X	
5	When Required	Cutting Edges and End Bits	Inspect / Replace	X	
6	When Required	Engine Air Filter Primary Element	Clean / Replace	X	
7	When Required	Engine Air Filter Secondary Element	Replace	X	
8	When Required	Engine Air Pre-cleaner	Clean	X	
9	When Required	Ether Starting Aid Cylinder	Replace	X	
10	When Required	Fuel System	Prime	X	
11	When Required	Fuses and Circuit Breakers	Replace / Reset	X	
12	When Required	Oil Filter	Inspect	X	
13	When Required	Radiator Core	Clean	X	
14	When Required	Radiator Pressure Cap	Clean / Replace	X	
15	When Required	Ripper Tip and Shank Protector	Inspect / Replace	X	
16	When Required	Winch Wire Rope	Install	X	
17	When Required	Window Washer Reservoir	Fill	X	
18	When Required	Windows	Clean	X	
19	Every 10 Service Hours or Daily	Backup Alarm	Test	X	
20	Every 10 Service Hours or Daily	Braking System	Test	X	
21	Every 10 Service Hours or Daily	Cab Filter (Fresh Air)	Clean / Inspect / Replace	X	

1. LF 525 - CAT D8T, S/N KPZ01429, Year 2007 (continued....)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
22	Every 10 Service Hours or Daily	Cooling System Coolant Level	Check	X	
23	Every 10 Service Hours or Daily	Engine Oil Level	Check	X	
24	Every 10 Service Hours or Daily	Fuel System Primary Filter (Water Separator)	Drain	X	
25	Every 10 Service Hours or Daily	Horn	Test	X	
26	Every 10 Service Hours or Daily	Hydraulic System Oil Level	Check	X	
27	Every 10 Service Hours or Daily	Indicators and Gauges	Test	X	
28	Every 10 Service Hours or Daily	Pivot Shaft Oil Level	Check	X	
29	Every 10 Service Hours or Daily	Seat Belt	Inspect	X	
30	Every 10 Service Hours or Daily	Transmission System Oil Level	Check	X	
31	Every 10 Service Hours or Daily	Walk-Around Inspection		X	
32	Every 50 Service Hours or Weekly	Bulldozer Tilt Brace and Tilt Cylinders	Lubricate	X	
33	Every 50 Service Hours or Weekly	Cab Filter (Recirculation)	Clean / Inspect / Replace	X	
34	Every 50 Service Hours or Weekly	Ripper Linkage and Cylinder Bearings	Lubricate	X	
35	Every 50 Service Hours or Weekly	Track Pins	Inspect	X	
36	Every 250 Service Hours or Monthly	Belt	Inspect / Adjust		X
37	Every 250 Service Hours or Monthly	Engine Oil Sample	Obtain		X
38	Every 250 Service Hours or Monthly	Engine Oil and Filter	Change		X
39	Every 250 Service Hours or Monthly	Equalizer Bar End Pins Oil Level	Check		X

1. LF 525 - CAT D8T, S/N KPZ01429, Year 2007 (continued....)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
40	Every 250 Service Hours or Monthly	Fan (Variable)	Inspect		X
41	Every 250 Service Hours or Monthly	Final Drive Oil Level	Check		X
42	Every 250 Service Hours or Monthly	Fuel Tank Water and Sediment	Drain		X
43	Every 250 Service Hours or Monthly	Track	Check / Adjust		X
44	Every 250 Service Hours or Monthly	Winch Fairlead Rollers	Lubricate		X
45	Every 250 Service Hours or Monthly	Winch Oil Level	Check		X
46	Every 500 Service Hours	Cooling System Coolant Sample (Level 2)	Obtain		X
47	Every 500 Service Hours	Winch Oil and Breather	Change / Clean		X
48	Every 500 Service Hours or 3 Months	Engine Crankcase Breather	Clean		X
49	Every 500 Service Hours or 3 Months	Engine Oil and Filter	Change		X
50	Every 500 Service Hours or 3 Months	Final Drive Oil Sample	Obtain		X
51	Every 500 Service Hours or 3 Months	Fuel System Primary Filter	Clean / Replace		X
52	Every 500 Service Hours or 3 Months	Fuel System Secondary Filter	Replace		X
53	Every 500 Service Hours or 3 Months	Fuel Tank Cap Filter and Strainer	Replace / Clean		X
54	Every 500 Service Hours or 3 Months	Hydraulic System Oil Filters	Replace		X
55	Every 500 Service Hours or 3 Months	Hydraulic System Oil Sample	Obtain		X
56	Every 500 Service Hours or 3 Months	Recoil Spring Compartment Oil Level	Check		X
57	Every 500 Service Hours or 3 Months	Transmission System Oil Sample	Obtain		X
58	Every 500 Service Hours or 3 Months	Transmission and Torque Converter Oil Filters	Replace		X

1. LF 525 - CAT D8T, S/N KPZ01429, Year 2007 (continued....)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
59	Every 500 Service Hours or 3 Months	Window Wipers	Inspect		X
60	Initial 1,000 Service Hours	Engine Valve Lash	Check / Adjust (additional charge)		X
61	Initial 1,000 Service Hours	Engine Valve Rotators	Inspect		X
62	Every 1,000 Service Hours or 6 Months	Lift Cylinder Yoke Bearings	Lubricate		X
63	Every 1,000 Service Hours or 6 Months	Rollover Protective Structure (ROPS)	Inspect		X
64	Every 1,000 Service Hours or 6 Months	Transmission Breather	Clean		X
65	Every 1,000 Service Hours or 6 Months	Transmission System Oil and Screens	Change / Clean		X
66	Every 1,000 Service Hours or 6 Months	Winch Oil and Breather	Change / Clean		X
67	Every 2,000 Service Hours or 1 Year	Cooling System Coolant Sample (Level 2)	Obtain		X
68	Every 2,000 Service Hours or 1 Year	Final Drive Oil	Change		X
69	Every 2000 Service Hours or 1 Year	Hydraulic System Oil	Change		X
70	Every 2,000 Service Hours or 1 Year	Radiator Guard Pin Joint	Inspect		X
71	Every 2,000 Service Hours or 1 Year	Track Roller Frame Guides	Inspect		X
72	Every Year	Engine Air Filter Primary Element	Replace		X
73	Every Year	Refrigerant Dryer	Additional charge as needed		X
74	Every 3 Years After Date of Installation or Every 5 Years After Date of Manufacture	Seat Belt	Replace(additional charge as needed)		X
75	Every 4,000 Service Hours	Hydraulic System Oil filter (Pilot)	Replace		X
76	Every 6,000 Service Hours or 3 Years	Cooling System Coolant Extender (ELC)	Add		X
77	Every 6,000 Service Hours or 4 Years	Cooling System Water Temperature Regulator	Replace		X
78	Every 6,000 Service Hours or 4 Years	Engine Valve Lash	Additional charge as needed		X

1. LF 525 - CAT D8T, S/N KPZ01429, Year 2007 (continued....)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
79	Every 6,000 Service Hours or 4 Years	Engine Valve Rotators	Inspect		X
80	Every 12,000 Service Hours or 6 Years	Cooling System Coolant (ELC)	Change		X

2. LF 512 - CAT D8R, S/N 7XM04915, Year 2000

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
1	When Required	Battery Electrolyte Level	Check	X	
2	When Required	Battery, Battery Cable or Battery Disconnect Switch	Replace	X	
3	When Required	Cutting Edges and End Bits	Inspect / Replace	X	
4	When Required	Engine Air Filter Primary Element	Clean / Replace	X	
5	When Required	Engine Air Filter Secondary Element	Replace	X	
6	When Required	Engine Air Precleaner	Clean	X	
7	When Required	Ether Starting Aid Cylinder	Replace	X	
8	When Required	Fuel System	Prime	X	
9	When Required	Fuses and Circuit Breaker	Replace / Reset	X	
10	When Required	Oil Filter	Inspect	X	
11	When Required	Radiator Core	Clean	X	
12	When Required	Radiator Pressure Cap	Clean / Replace	X	
13	When Required	Ripper Tip and Shank Protector	Inspect / Replace	X	
14	When Required	Winch Wire Rope	Install	X	
15	When Required	Windows	Clean	X	
16	When Required	Windshield Washer Reservoir	Fill	X	
17	Every 10 Service Hours or Daily	Air Conditioner In-Line Dryer	Inspect	X	
18	Every 10 Service Hours or Daily	Air Filter Restriction Indicator	Check	X	
19	Every 10 Service Hours or Daily	Backup Alarm	Test	X	
20	Every 10 Service Hours or Daily	Braking System	Test	X	
21	Every 10 Service Hours or Daily	Cab Filter (Fresh Air)	Clean/Inspect/Replace	X	
22	Every 10 Service Hours or Daily	Cooling System Level	Check	X	
23	Every 10 Service Hours or Daily	Engine Oil Level	Check	X	

2. LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
24	Every 10 Service Hours or Daily	Fuel Tank Water and Sediment	Drain	X	
25	Every 10 Service Hours or Daily	Horn	Test	X	
26	Every 10 Service Hours or Daily	Hydraulic System Oil Level	Check	X	
27	Every 10 Service Hours or Daily	Indicators and Gauges	Test	X	
28	Every 10 Service Hours or Daily	Pivot Shaft Oil Level	Check	X	
29	Every 10 Service Hours or Daily	Seat Belt	Inspect	X	
30	Every 10 Service Hours or Daily	Transmission System Oil Level	Check	X	
31	Every 10 Service Hours or Daily	Walk-Around Inspection		X	
32	Every 50 Service Hours or Weekly	Cab Filter (Recirculation)	Clean / Inspect / Replace	X	
33	Every 50 Service Hours or Weekly	Fan (Variable)	Lubricate	X	
34	Every 50 Service Hours or Weekly	Ripper Linkage and Cylinder Bearings	Lubricate	X	
35	Every 50 Service Hours or Weekly	Track Pins	Inspect	X	
36	Every 250 Service Hours or Monthly	Air Conditioner Belt	Inspect / Adjust		X
37	Every 250 Service Hours or Monthly	Alternator and Fan Belts	Inspect / Adjust		X
38	Every 250 Service Hours or Monthly	Angle Blade Manual Tilt Brace	Lubricate		X
39	Every 250 Service Hours or Monthly	Coolant Sample (DEAC)	Obtain		X
40	Every 250 Service Hours or Monthly	Cooling System (DEAC)	Additive - Add		X
41	Every 250 Service Hours or Monthly	Engine Oil and Filter	Change		X
42	Every 250 Service Hours or Monthly	Engine Oil Sample	Obtain		X

2. LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
43	Every 250 Service Hours or Monthly	Equalizer Bar End Pins Oil Level	Check		X
44	Every 250 Service Hours or Monthly	Fan Drive Pulley and Idler	Lubricate		X
45	Every 250 Service Hours or Monthly	Fan (Variable)	Inspect		X
46	Every 250 Service Hours or Monthly	Fan (Variable) Oil Level	Check		X
47	Every 250 Service Hours or Monthly	Final Drive Oil Level	Check		X
48	Every 250 Service Hours or Monthly	Track	Check / Adjust		X
49	Every 250 Service Hours or Monthly	Winch Fairlead Rollers	Lubricate		X
50	Every 250 Service Hours or Monthly	Winch Oil Level	Check		X
51	Initial 500 Service Hours	Coolant Sample	Obtain		X
52	Initial 500 Service Hours	Winch Oil and Breather	Change / Clean		X
53	Every 500 Service Hours or 3 Months	Engine Crankcase Breather	Clean		X
54	Every 500 Service Hours or 3 Months	Fuel System Primary Filter	Clean / Replace		X
55	Every 500 Service Hours or 3 Months	Fuel System Secondary Filter	Replace		X
56	Every 500 Service Hours or 3 Months	Fuel Tank Cap Filter and Strainer	Clean		X
57	Every 500 Service Hours or 3 Months	Hydraulic System Oil Filters	Replace		X
58	Every 500 Service Hours or 3 Months	Hydraulic System Oil Sample	Obtain		X
59	Every 500 Service Hours or 3 Months	Recoil Spring Compartment Oil Level	Check		X
60	Every 500 Service Hours or 3 Months	Transmission System Oil Filter	Replace		X
61	Every 500 Service Hours or 3 Months	Transmission System Oil Sample	Obtain		X
62	Every 500 Service Hours or 3 Months	Winch Filter and Magnetic Strainer (57H)	Replace Clean		X

2. LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (Continued)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
63	Every 500 Service Hours or 3 Months	Windshield Wipers	Inspect		X
64	Initial 1,000 Service Hours	Engine Valve Lash	Additional charge as needed		X
65	Every 1,000 Service Hours or 6 Months	Battery	Inspect		X
66	Every 1,000 Service Hours or 6 Months	Lift Cylinder Yoke Bearings	Lubricate		X
67	Every 1,000 Service Hours or 6 Months	Rollover Protective Structure (ROPS) and Falling Object Protective Structure (FOPS)	Inspect		X
68	Every 1,000 Service Hours or 6 Months	Transmission Breather	Clean		X
69	Every 1,000 Service Hours or 6 Months	Transmission Oil and Screen	Change / Clean		X
70	Every 1,000 Service Hours or 6 Months	Winch Oil and Breather	Change / Clean		X
71	Every 2,000 Service Hours or 1 Year	Final Drive Oil	Change		X
72	Every 2,000 Service Hours or 1 Year	Hydraulic System Oil	Change		X
73	Every 2,000 Service Hours or 1 Year	Radiator Guard Pin Joint	Inspect		X
74	Every 2,000 Service Hours or 1 Year	Track Roller Frame Guides	Inspect		X
75	Every Year	Air Conditioner In-Line Dryer	Additional charge as needed		X
76	Every Year	Coolant Sample	Obtain		X
77	Every Year	Engine Air Filter Primary Element	Replace		X
78	Every Year	Engine Air Filter Secondary Element	Replace		X
79	Every 3,000 Service Hours or 2 Years	Cooling System (DEAC) Coolant	Additional charge as needed		X
80	Every 3,000 Service Hours or 2 Years	Cooling System (ELC) Extender	Add		X
81	Every 3,000 Service Hours or 2 Years	Cooling System Water Temperature Regulator	Replace		X
82	Every 3,000 Service Hours or 2 Years	Engine Valve Lash	Additional charge as needed		X

2. LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (continued....)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
83	Every 3,000 Service Hours or 2 Years	Engine Valve Rotators	Inspect		X
84	Every 3,000 Service Hours or 2 Years	Fan (Variable) Oil (Mineral)	Change		X
85	Every 6,000 Service Hours or 4 Years	Cooling System (ELC) Coolant	Change		X
86	Every 6,000 Service Hours or 4 Years	Fan (Variable) Oil (Synthetic)	Change		X
87	Every Year	Seat Belt	Additional charge as needed		X

3. LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
1	When Required	Battery	Recycle	X	
2	When Required	Cab Air Filter	Clean / Replace	X	
3	When Required	Circuit Breakers	Reset	X	
4	When Required	Cutting Edges (Leveling Blade)	Inspect / Replace	X	
5	When Required	Drum Cooling Oil	Change	X	
6	When Required	Drum Scrapers	Inspect / Adjust / Replace	X	
7	When Required	Engine Air Filter Primary Element	Clean / Replace	X	
8	When Required	Engine Air Filer Secondary Element	Replace	X	
9	When Required	Fuel System	Prime	X	
10	When Required	Fuses	Replace	X	
11	When Required	Oil Filter	Inspect	X	
12	When Required	Radiator Core	Clean	X	
13	When Required	Wheel Nuts	Tighten	X	
14	When Required	Window Washer Reservoir	Fill	X	
15	When Required	Window Wiper	Inspect / Replace	X	
16	When Required	Windows	Clean	X	
17	Every 10 Service Hours or Daily	Backup Alarm	Test	X	
18	Every 10 Service Hours or Daily	Cooling System Level	Check	X	
19	Every 10 Service Hours or Daily	Engine Air Filter Service Indicator	Inspect	X	
20	Every 10 Service Hours or Daily	Engine Oil Level	Check	X	
21	Every 10 Service Hours or Daily	Hydraulic System Oil Level	Check	X	
22	Every 10 Service Hours or Daily	Indicators and Gauges	Test	X	

3. LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
23	Every 10 Service Hours or Daily	Neutral Start Switch	Test	X	
24	Every 10 Service Hours or Daily	Walk-Around Inspection		X	
25	Every 50 Service Hours or Weekly	Fuel Tank Water and Sediment	Drain	X	
26	Every 50 Service Hours or Weekly	Leveling Blade	Lubricate	X	
27	Every 50 Service Hours or Weekly	Steering Cylinder Ends	Lubricate	X	
28	Every 50 Service Hours or Weekly	Tire Inflation	Check	X	
29	Initial 250 Service Hours	Axle Oil (Rear)	Change		X
30	Initial 250 Service Hours	Engine Valve Lash and Injector Fuel Timing	Additional charge as needed		X
31	Initial 250 Service Hours	Final Drive Planetary (Axle)	Oil - Change		X
32	Initial 250 Service Hours	Final Drive Planetary (Drum)	Oil Change		X
33	Initial 250 Service Hours	Hydraulic System Oil Filter	Replace		X
34	Initial 250 Service Hours	Vibratory Support Oil	Change		X
35	Every 250 Service Hours or Monthly	Braking System	Test		X
36	Every 250 Service Hours or 3 Months	Air Conditioner	Test		X
37	Every 250 Service Hours or 3 Months	Axle Oil Level (Rear)	Check		X
38	Every 250 Service Hours or 3 Months	Belts	Inspect / Adjust		X
39	Every 250 Service Hours or 3 Months	Cooling System Coolant Additive (DEAC)	Add		X
40	Every 250 Service Hours or 3 Months	Engine Oil Sample	Obtain		X
41	Every 250 Service Hours or 3 Months	Engine Oil and Filter	Change		X
42	Every 250 Service Hours or 3 Months	Final Drive Planetary (Axle) Oil Level	Check		X
43	Initial 250 Service Hours or 3 Months	Final Drive Planetary (Drum) Oil	Check		X
44	Every 250 Service Hours or 3 Months	Fuel Tank Cap and Strainer	Clean		X

3. LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
45	Every 250 Service Hours or 3 Months	Vibratory Support Oil	Change		X
46	Every 250 Service Hours or 3 Months	Vibratory Support Oil Level	Check		X
47	Every 500 Service Hours or 6 Months	Axle Oil Sample	Obtain		X
48	Every 500 Service Hours or 6 Months	Cooling System Coolant Sample	Obtain		X
49	Every 500 Service Hours or 6 Months	Final Drive Planetary (Drum) Oil Sample	Obtain		X
50	Every 500 Service Hours or 6 Months	Fuel System Secondary Filter	Replace		X
51	Every 500 Service Hours or 6 Months	Hydraulic System Oil Sample	Obtain		X
52	Every 500 Service Hours or 6 Months	Vibratory Support Oil Sample	Obtain		X
53	Every 1,000 Service Hours or 1 Year	Axle Oil (Rear)	Change		X
54	Every 1,000 Service Hours or 1 Year	Battery	Clean / Check		X
55	Every 1,000 Service Hours or 1 Year	Cooling System Pressure Cap	Clean (additional charge as needed)		X
56	Every 1,000 Service Hours or 1 Year	Engine Crankcase Breather	Clean		X
57	Every 1,000 Service Hours or 1 Year	Engine Mounts	Inspect		X
58	Every 1,000 Service Hours or 1 Year	Final Drive Planetary (Axle) Oil	Change		X
59	Every 1,000 Service Hours or 1 Year	Final Drive Planetary (Axle) Oil Sample	Obtain		X
60	Every 1,000 Service Hours or 1 Year	Final Drive Planetary (Drum) Oil	Change		X
61	Every 1,000 Service Hours or 1 Year	Fuel Tank Breather	Additional charge as needed		X
62	Every 1,000 Service Hours or 1 Year	Fuel Tank Cap and Strainer	Clean		X

3. LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
63	Every 1,000 Service Hours or 1 Year	Hydraulic System Oil	Change		X
64	Every 1,000 Service Hours or 1 Year	Hydraulic System Oil Filter	Replace		X
65	Every 1,000 Service Hours or 1 Year	Hydraulic Tank Relief Valve	Replace		X
66	Every 1,000 Service Hours or 1 Year	Hydraulic Tank Strainer	Clean		X
67	Every 1,000 Service Hours or 1 Year	Rollover Protective Structure (ROPS)	Inspect		X
68	Every 2,000 Service Hours or 2 Years	Crankshaft Vibration Damper	Inspect		X
69	Every 2,000 Service Hours or 2 Years	Engine Valve Lash and Injector Fuel Timing	Check (additional charge as needed)		X
70	Every 3,000 Service Hours or 2 Years	Cooling System Coolant (DEAC)	Change		X
71	Every 3,000 Service Hours or 2 Years	Cooling System Water Temperature Regulator	Replace		X
72	Every 3,000 Service Hours or 2 Years	Engine Water Pump	Inspect		X
73	Every 3 Years	Seat Belt	Additional charge as needed		X
74	Every 3,000 Service Hours or 3 Years	Cooling System Coolant Extender (ELC)	Add		X
75	Every 3,000 Service Hours or 3 Years	Eccentric Weight Housing Oil	Change		X
73	Every 6,000 Service Hours or 6 Years	Cooling System Coolant (ELC)	Change		X

4. LF527 - CAT 836H, BXD00799, Year 2009

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
1	When Required	Air Conditioner	Test	X	
2	When Required	Battery	Recycle	X	
3	When Required	Battery, Battery Cable or Battery Disconnect Switch	Replace	X	
4	When Required	Circuit Breakers	Reset	X	
5	When Required	Engine Air Filter Primary Element	Clean / Replace	X	
6	When Required	Engine Air Filter Secondary Element	Replace	X	
7	When Required	Engine Air Precleaner	Clean	X	
8	When Required	Ether Starting Air Cylinder	Replace	X	
9	When Required	Fuel System	Prime	X	
10	When Required	Fuses	Replace	X	
11	When Required	Oil Filter	Inspect	X	

4. LF527 - CAT 836H, BXD00799, Year 2009 (continued)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
12	When Required	Radiator Core	Clean	X	
13	When Required	Radiator Grill	Clean	X	
14	When Required	Seat Side Rails	Adjust	X	
15	When Required	Window Washer Reservoir	Fill	X	
16	When Required	Window Wiper	Inspect / Replace	X	
17	Every 10 Service Hours or Daily	Backup Alarm	Test	X	
18	Every 10 Service Hours or Daily	Cooling System Level	Check	X	
19	Every 10 Service Hours or Daily	Cutting Edges and End Bits	Inspect / Replace	X	
20	Every 10 Service Hours or Daily	Engine Air Filter Service Indicator	Insect	X	
21	Every 10 Service Hours or Daily	Engine Oil Level	Check	X	
22	Every 10 Service Hours or Daily	Hydraulic System Oil Level	Check	X	
23	Every 10 Service Hours or Daily	Transmission Oil level	Check	X	
24	Every 10 Service Hours or Daily	Walk – Around Inspection		X	
25	Every 10 Service Hours or Daily	Windows	Clean	X	
26	Every 50 Service Hours or Weekly	Bulldozer Stabilizer	Lubricate	X	
27	Every 50 Service Hours or Weekly	Cab Air Filter	Clean / Replace	X	
28	Every 50 Service Hours or Weekly	Fuel System Primary Filter (Water Separator)	Check / Drain	X	
29	Every 50 Service Hours or Weekly	Fuel Tank Water and Sediment	Drain	X	
30	Every 50 Service Hours or Weekly	Lift Cylinder Lower Swivel Bearing	Lubricate	X	
31	Every 50 Service Hours or Weekly	Lift Cylinder Upper Trunnion Bearing	Lubricate	X	
32	Every 50 Service Hours or Weekly	Tire Inflation	Check	X	
33	Every 100 Service Hours or 2 Weeks	Axle Oscillation Bearings	Lubricate	X	
34	Every 100 Service Hours or 2 Weeks	Steering Cylinder Bearings	Lubricate	X	

4. LF527 - CAT 836H, BXD00799, Year 2009 (continued)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
35	Every 250 Service Hours or Monthly	Battery	Clean		X
36	Every 250 Service Hours or Monthly	Belts	Inspect / Adjust		X
37	Every 250 Service Hours or Monthly	Brake Accumulator	Check		X
38	Every 250 Service Hours or Monthly	Braking System	Test		X
39	Every 250 Service Hours or Monthly	Differential and Final Drive Oil Level	Check		X
40	Every 250 Service Hours or Monthly	Engine Air Filter Service Indicator	Inspect (additional charge as needed)		X
41	Every 250 Service Hours or Monthly	Engine Oil (High Speed) and Oil Filter	Change		X
42	Every 250 Service Hours or Monthly	Engine Oil and Filter	Change		X
43	Initial 500 Service Hours	Seat Side Rails	Adjust		X
44	Every 500 Service Hours or 2 Months	Engine Oil (High Speed) and Oil Filter	Change		X
45	Every 500 Service Hours or 2 Months	Engine Oil and Filter	Change		X
46	Every 500 Service Hours or 3 Months	Axle Oil Cooler Filter	Replace		X
47	Every 500 Service Hours or 3 Months	Fuel System Primary Filter (Water Separator) Element	Replace		X
48	Every 500 Service Hours or 3 Months	Fuel System Secondary Filter	Replace		X
49	Every 500 Service Hours or 3 Months	Fuel Tank Cap and Strainer	Clean		X
50	Every 500 Service Hours or 3 Months	Hydraulic System Oil Filter	Replace		X
51	Every 500 Service Hours or 3 Months	Transmission Oil Filter	Replace		X
52	Every 1,000 Service Hours or 6 Months	Articulation Bearings	Lubricate		X
53	Every 1,000 Service Hours or 6 Months	Battery Hold Down	Tighten		X
54	Every 1,000 Service Hours or 6 Months	Case Drain Oil Filters	Replace		X

4. LF527 - CAT 836H, BXD00799, Year 2009 (continued....)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
55	Every 1,000 Service Hours or 6 Months	Drive Shaft Support Bearing	Lubricate		X
56	Every 1,000 Service Hours or 6 Months	Rollover Protective Structure (ROPS)	Inspect		X
57	Every 1,000 Service Hours or 6 Months	Transmission Oil	Change		X
58	Every 2,000 Service Hours or 1 Year	Differential Thrust Pin Clearance	Check		X
59	Every 2,000 Service Hours or 1 Year	Differential and Final Drive Oil	Change		X
60	Every 2,000 Service Hours or 1 Year	Electronic Unit Injector	Inspect		X
61	Every 2,000 Service Hours or 1 Year	Engine Crankcase Breather	Clean		X
62	Every 2,000 Service Hours or 1 Year	Engine Valve Lash	Check		X
63	Every 2,000 Service Hours or 1 Year	Engine Valve Rotators	Inspect		X
64	Every 2,000 Service Hours or 1 Year	Hydraulic System Oil	Change		X
65	Every 2,000 Service Hours or 1 Year	Hydraulic Tank Breaker Relief Valve	Clean		X
66	Every 2,000 Service Hours or 1 Year	In-Line Refrigerant Dryer	Additional charge as needed		X
67	Every 3,000 Service Hours or 2 Years	Cooling System Coolant Extender (ELC)	Add		X
68	Every 3,000 Service Hours or 2 Years	Crankshaft Vibration Damper	Inspect		X
69	Every 3,000 Service Hours or 2 Years	Engine Mounts	Inspect		X
70	Every 4,000 Service Hours or 2 Years	Hydraulic System Oil	Change		X
71	Every 5,000 Service Hours or 3 Years	Alternator	Inspect		X
72	Every 5,000 Service Hours or 3 Years	Seat Belt	Additional charge as needed		X

4. LF527 - CAT 836H, BXD00799, Year 2009 (continued....)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
73	Every 5,000 Service Hours or 3 Years	Starting Motor	Inspect		X
74	Every 5,000 Service Hours or 3 Years	Turbocharger	Inspect		X
75	Every 6,000 Service Hours or 6 Years	Cooling System Coolant (ELC)	Additional charge as needed		X
76	Every 6,000 Service Hours or 6 Years	Cooling System Water Temperature Regulator	Additional charge as needed		X
77	Every 6,000 Service Hours or 6 Years	Engine Water Pump	Inspect		X

5. LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
1	When Required	Battery Electrolyte Level	Check	X	
2	When Required	Battery, Battery Cable or Battery Disconnect Switch	Replace	X	
3	When Required	Cutting Edges and End Bits	Inspect / Replace	X	
4	When Required	Engine Air Filter Primary Element	Clean / Replace	X	
5	When Required	Engine Air Filter Secondary Element	Replace		
6	When Required	Engine Air Precleaner	Clean	X	
7	When Required	Ether Starting Aid Cylinder	Replace	X	
8	When Required	Front Idler Position	Check	X	
9	When Required	Fuel System	Prime	X	
10	When Required	Fuses and Circuit Breakers	Replace / Reset	X	
11	When Required	Oil Filter	Inspect	X	
12	When Required	Radiator Core	Clean	X	
13	When Required	Radiator Pressure Cap	Clean / Replace	X	
14	When Required	Ripper Tip and Shank Protector	Inspect / Replace	X	
15	When Required	Transmission Scavenge Screen	Clean	X	
16	When Required	Trunnion Bearing	Adjust	X	
17	When Required	Winch Wire Rope	Install	X	
18	When Required	Window Washer Reservoir	Fill	X	
19	When Required	Windows	Clean	X	
20	Every 10 Service Hours or Daily	Backup Alarm	Test	X	
21	Every 10 Service Hours or Daily	Braking System	Test	X	
22	Every 10 Service Hours or Daily	Cab Filter (Fresh Air)	Clean / Inspect / Replace	X	

5. LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
23	Every 10 Service Hours or Daily	Cooling System Level	Check	X	
24	Every 10 Service Hours or Daily	Engine Oil Level	Check	X	
25	Every 10 Service Hours or Daily	Fuel System Primary Filter / Water Separator	Drain	X	
26	Every 10 Service Hours or Daily	Horn	Test	X	
27	Every 10 Service Hours or Daily	Hydraulic System Oil Level	Check	X	
28	Every 10 Service Hours or Daily	Indicators and Gauges	Test	X	
29	Every 10 Service Hours or Daily	Seat Belt	Inspect	X	
30	Every 10 Service Hours or Daily	Transmission System Oil Level	Check	X	
31	Every 10 Service Hours or Daily	Walk Around Inspection		X	
32	Every 50 Service Hours or Weekly	Cab Filter (Recirculation)	Clean / Inspect / Replace	X	
33	Every 50 Service Hours or Weekly	Ripper Linkage and Cylinder Bearings	Lubricate	X	
34	Every 50 Service Hours or Weekly	Track Pins	Inspect	X	
35	Initial 100 Service Hours	Trunnion Bearing	Adjust	X	
36	Every 250 Service Hours or Monthly	Air Conditioner	Test		X
37	Every 250 Service Hours or Monthly	Air Conditioner Belt	Inspect / Adjust		X
38	Every 250 Service Hours or Monthly	Angle Blade Manual Tilt Brace	Lubricate		X
39	Every 250 Service Hours or Monthly	Belts	Inspect / Adjust		X
40	Every 250 Service Hours or Monthly	Coolant Sample (DEAC)	Obtain		X
41	Every 250 Service Hours or Monthly	Cooling System (DEAC) Additive	Add		X
42	Every 250 Service Hours or Monthly	Engine Oil Sample	Obtain		X

5. LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
43	Every 250 Service Hours or Monthly	Equalizer Bar Pins	Lubricate		X
44	Every 250 Service Hours or Monthly	Final Drive Oil level	Check		X
45	Every 250 Service Hours or Monthly	Fuel Tank Water and Sediment	Drain		X
46	Every 250 Service Hours or Monthly	Pivot Shaft Oil Level	Check		X
47	Every 250 Service Hours or Monthly	Track	Check / Adjust		X
48	Every 250 Service Hours or Monthly	Winch Fairlead Rollers	Lubricate		X
49	Every 250 Service Hours or Monthly	Winch Oil Level	Check		X
50	Initial 500 Service Hours	Coolant Sample	Obtain		X
51	Initial 500 Service Hours	Winch Oil and Breather	Change / Clean		X
52	Every 500 Service Hours or 3 Months	Differential and Final Drive Oil Sample	Obtain		X
53	Every 500 Service Hours or 3 Months	Engine Crankcase Breather	Clean		X
54	Every 500 Service Hours or 3 Months	Engine Oil and Filter	Change		X
55	Every 500 Service Hours or 3 Months	Fuel System Primary Filter	Replace		X
56	Every 500 Service Hours or 3 Months	Fuel System Secondary Filter	Replace		X
57	Every 500 Service Hours or 3 Months	Fuel Tank Cap Filter and Strainer	Clean		X
58	Every 500 Service Hours or 3 Months	Hydraulic System Oil Filter	Replace		X
59	Every 500 Service Hours or 3 Months	Hydraulic System Oil Sample	Obtain		X
60	Every 500 Service Hours or 3 Months	Recoil Spring Compartment Oil Level	Check		X
61	Every 500 Service Hours or 3 Months	Transmission System Oil Filter	Replace		X
62	Every 500 Service Hours or 3 Months	Transmission System Oil Sample	Obtain		X

5. LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
62	Every 500 Service Hours or 3 Months	Window Wipers	Inspect		X
63	Initial 1,000 Service Hours	Engine Valve Lash	Check		X
64	Initial 1,000 Service Hours	Engine Valve Rotators	Inspect		X
65	Every 1,000 Service Hours or 6 Months	Battery	Inspect		X
66	Every 1,000 Service Hours or 6 Months	Lift Cylinder Yoke Bearings	Lubricate		X
67	Every 1,000 Service Hours or 6 Months	Rollover Protective Structure (ROPS) and Falling Object Protective Structure (FOPS)	Inspect		X
68	Every 1,000 Service Hours or 6 Months	Torque Converter Scavenge Screen	Clean		X
69	Every 1,000 Service Hours or 6 Months	Transmission Breather	Clean		X
70	Every 1,000 Service Hours or 6 Months	Transmission Magnetic Screen	Clean		X
71	Every 1,000 Service Hours or 6 Months	Transmission System Oil and Screens	Change / Clean		X
72	Every 1,000 Service Hours or 6 Months	Winch Oil and Breather	Change / Clean		X
73	Every 2,000 Service Hours or 1 Year	Final Drive Oil	Change		X
74	Every 2,000 Service Hours or 1 Year	Hydraulic System Oil	Change		X
75	Every 2,000 Service Hours or 1 Year	Track Roller Frame Guides	Inspect		X
76	Every 2,000 Service Hours or 2 Years	Cooling System (DEAC) Coolant	Change		X
77	Every Year	Air Conditioner In-Line Dryer	Replace		X
78	Every Year	Coolant Sample	Obtain		X
79	Every Year	Engine Air Filter Primary Element	Replace		X
80	Every Year	Engine Air Filter Secondary Element	Replace		X
81	Every 3000 Service Hours or 2 Years	Cooling System Water Temperature Regulator	Clean		X
82	Every 3 Years	Seat Belt			X
83	Every 6000 Service Hours or 3 Years	Cooling System (ELC) Extender	Add		X

5. LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (continued...)

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
84	Every 6,000 Service Hours or 4 Years	Engine Valve Lash	Check		X
85	Every 6,000 Service Hours or 4 Years	Engine Valve Rotators	Inspect		X
86	Every 12,000 Service Hours or 6 Years	Cooling System (ELC) Coolant	Additional charge as needed		X

(End of Exhibit 2)



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C, Modesto, CA 95358
Phone: (209) 525-6700
Fax: (209) 525-6773

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES
AMENDMENT 1**

This Amendment 1 to the Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Holt of California, hereinafter referred to as ("Contractor") on April 14, 2016.

WHEREAS, as of September 25, 2012, the County and Contractor entered into an Agreement for independent contractor services involving preventive and remedial maintenance of heavy equipment at the County's Fink Road Landfill (the "Agreement"); and

WHEREAS, Section 17 "Amendment" of the Agreement stipulates that the Agreement may be amended in writing; and

WHEREAS, the County has a need to extend the Agreement for an additional year; and

WHEREAS, the County has a need to increase the Agreement's not to exceed amount by \$90,000 for as-needed services to continue under this Agreement for an additional year; and

WHEREAS, the County has a need to include language to this Agreement that acknowledges certain work performed under this Agreement is subject to prevailing wage; and

WHEREAS, this Amendment is for the mutual benefit of County and Contractor;

Now, therefore, the County and Contractor agree as follows:

A. Exhibit "A" Section D – Limit of Expenditure is amended to read as follows:

"The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **Six Hundred Ninety Thousand Dollars (\$690,000.00)** including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Contractor to perform or assist in the performance of its work under this Agreement."

B. Exhibit "A" Section I – Agreement Period is amended to read as follows:

"The initial term of this Agreement shall be effective from date of award through June 30, 2016. An extended term of this Agreement shall be effective from **July 1, 2016** through **June 30, 2017**."

C. Exhibit "B" Fee Schedule's Preventative Routine Maintenance Fixed Rate Schedule is amended to include the following:

Equipment	Make/Model	Preventive Maintenance Service Type	Fixed Rate Per Service June 30, 2016 – June 30, 2017*
LF-525	Cat D8T Dozer S/N KPZ01429	PM-1 Every 250/750/1250/1750 Service Hours	\$568.00
		PM-2 Every 500/1500 Service Hours, Plus PM-1	\$1,296.00
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$2,082.00
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2,789.00
LF-512	Cat D8R Dozer S/N 7XM04915	PM-1 Every 250/750/1250/1750 Service Hours	\$540.00
		PM-2 Every 500/1500 Service Hours, Plus PM-1	\$868.00
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,813.00
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2,408.00
LF-526	Cat CS563CD Roller	PM-1 Every 250/750/1250/1750 Service Hours	\$468.00
		PM-2 Every 500/1500 Service Hours, Plus PM-1	\$1,066.00
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,809.00
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2,059.00
Model D6R	LF602 S/N WRG00860	PM-1 Every 250/750/1250/1750 Service Hours	\$535.00
		PM-2 Every 500/1500 Service Hours, Plus PM-1	\$1,006.00
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,780.00
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2,403.00

*All prices include prevailing wage rates"

D. Exhibit "B" Fee Schedule Billable Hourly Labor Rate is amended to include the following:

"4. Prevailing Wage Rates

The below prevailing wage rates apply to any work performed by the Consultant as defined in Exhibit B Section 5- Prevailing Wage of this Amendment. Certified Payroll Records shall be submitted to the County in accordance with the rates below and Section 5.8 of this Agreement.

CATEGORY	BASIC HOURLY RATE*	TOTAL HOURLY RATE*	OVERTIME HOURLY RATE*	HOLIDAY/DOUBLE TIME HOURLY RATE*
Operating Engineer - Group 4	\$36.58	\$66.01	\$84.30	\$102.59

*These rates shall be based on published prevailing wage determinations for Northern California. Rates are subject to change based on the current published prevailing wage determination.”

E. Exhibit B Fee Schedule is amended to include the following language:

“5. Prevailing Wage:

- 5.1. Pursuant to Labor Code Section 1771, certain work under this project is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, are set forth by the Director of the Department of Industrial Relations and shall be part of the Agreement. Prevailing wage work includes on-site preventive maintenance and remedial maintenance including but not limited to: inspections, repairs, adjustments, reconditioning equipment, replacing parts, installation, emergency and non-emergency service calls, and oversight of repair work.
- 5.2. A contractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1771 and Section 1771.1(a) of the California Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Effective April 1, 2015, contractors must be registered with the Department of Industrial Relations (DIR) to be awarded a public works project, and must submit certified payroll records to the Labor Commissioner.
- 5.3. By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public work” and “maintenance” projects. Senate Bill 1999 amended Section 1720 of the California Labor Code in part to provide that: “For purposes of this paragraph “construction” includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection, observation and land surveying work”. Maintenance includes: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired: (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe,

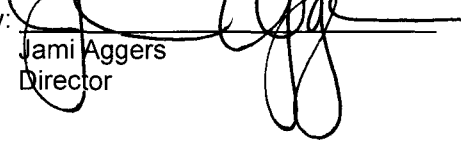
efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. Maintenance as defined in the California Code of Regulations, Title 8, and Section 16000, Article 1 is subject to payment of prevailing wage pursuant to Labor Code section 1720.

- 5.4. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality of each craft, classification, or type of worker needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies of these rates may be obtained from the State of California Industrial Relations Department Division of Labor, website www.dir.ca.gov; Statistic & Research (415/972-8620) or the Department of Transportation (916/445-3520).
- 5.5. If the Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws in the California Labor Code Section 1720, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officer, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The provisions of Sections 1720, 1770, 1771, 1773, 1774, 1775, 1776, 1777, 1778, 1813 and 1815 of the Labor Code shall be complied with.
- 5.6. Wage Rate Penalty: Pursuant to the provisions of Section 1775 of the Labor Code, Contractor and any sub-Contractor shall forfeit to County, as a penalty, the sum of \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Contractor or by any Contractor sub-Contractors, in violation of the provisions of this Agreement.
- 5.7. Payroll Records: Pursuant to the provisions of Section 1776 of the Labor Code:
 - 5.7.1. Contractor and each sub-Contractor performing any portion of the work under this Agreement shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with the work.
 - 5.7.2. Said payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
 - 5.7.3. Contractor shall file a certified copy of said payroll records with County within 10 days after receipt of a written request therefore from County.

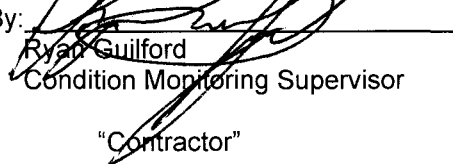
- 5.7.4. Contractor shall inform County of the location of said payroll records, including the street address, City and County, and shall, within five (5) working days, provide a notice of change of location and address of said payroll records.
 - 5.7.5. It shall be the responsibility of Contractor to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.
 - 5.7.6. In the event of noncompliance with the requirements of this Clause and the requirements of Labor Code Section 1776(h), Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply. Should noncompliance exist after said 10 day period, Contractor shall, as a penalty to County, forfeit \$100 for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from invoice payments due to Contractor for completed task orders.
 - 5.8. Maintenance and Weekly Submission of Certified Payroll Records. The Contractor and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the Labor Compliance Programs (LCP). Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. Effective April 1, 2015, contractors/Contractors and Subcontractors must be Department of Industrial Relations (DIR) registered to be awarded a public works project, and must submit certified payroll records to the Labor Commissioner. During the progress of the prevailing wage work, until Final Payment is due, the Contractor and its Subcontractors shall maintain and submit Certified Payroll Records on a weekly basis. No later than 5:00 P.M. on each Monday during the Work, the Contractor shall submit Certified Payroll Records for the Contractor and its Subcontractors for all persons providing or performing any Work in the immediately preceding week. The original copies of Certified Payroll Records shall be submitted by the Contractor to the Contract Administrator or such other person or entity as directed by the County; concurrently with the Contractor's delivery of the original copies, a duplicate copy of each Certified Payroll record submitted by the Contractor to the Contract Administrator shall be transmitted to the County's Department of Environmental Resources Landfill. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Contractor under the Contract Documents is the Contractor's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Contractor's submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the County's obligation to disburse any Progress Payment to the Contractor and the Contractor's entitlement to receipt of any Progress Payment."
- F. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources

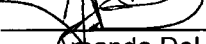
By: 
Jami Aggers
Director

HOLT OF CALIFORNIA

By: 
Ryan Guilford
Condition Monitoring Supervisor
"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel