

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

DEPT: Environmental Resources

BOARD AGENDA # B-9

Urgent

Routine

AGENDA DATE March 3, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Declare an Emergency for Repairs at the Fink Road Landfill to Replace 740 Linear Feet of Perimeter Litter Barrier Fencing

STAFF RECOMMENDATIONS:

1. Approve to declare an Emergency in accordance with Public Contract Code Section 22050 for repairs at the Fink Road Landfill.
2. Authorize the County Purchasing Agent to negotiate and execute an Agreement with Judge Netting, Inc. of Costa Mesa, California to replace 740 linear feet of perimeter litter barrier fencing at the Fink Road Landfill.

FISCAL IMPACT:

The Department of Environmental Resources received an estimate in the amount of \$157,800 from Judge Netting, Inc. to repair 740 feet of fencing at the Fink Road Landfill. Funds for this purpose are available in the Fiscal Year 2014-2015 Adopted Final Budget Department of Environmental Resources, Fink Road Landfill budget. The Department is working with Risk Management to determine if any of the costs are recoverable through the County's insurance carrier.

BOARD ACTION AS FOLLOWS:

No. 2015-84

On motion of Supervisor De Martini, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: O'Brien

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Declare an Emergency for Repairs at the Fink Road Landfill to Replace 740 Linear Feet of Perimeter Litter Barrier Fencing

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road Landfill. Some of the maintenance at the Fink Road site is performed by in-house staff, however, specialized services are often needed in the area of maintenance (routine and non-routine), repairs, surveying, construction projects and oversight, certain specific non-routine service calls, emergency services and repairs. For those specialized services, the Department has historically hired outside expertise.

Sometime between the close of business on Saturday, February 8, 2015, at 4:30 p.m. and reopening on the morning of Monday, February 9th, a 740 foot section of perimeter litter barrier fencing along the Interstate 5 corridor blew down, snapping the wooden poles off at their base because of a fierce wind and rainstorm. The result leaves the site unsecured and subject to a Notice of Violation from the State. In addition, the potential of litter blowing onto Interstate 5 could pose a safety concern.

This section of fencing was original, and as such, was most likely erected in 1973 when the Landfill opened. It was originally constructed to be 10 feet in height, but not long after this, staff realized that 10 feet was insufficient to contain blowing litter, so extensions and additional netting were added to bring the final height of the fencing to 25 feet. After learning of the damage, the Department contacted Judge Netting, Inc. (Judge Netting), of Costa Mesa, California, on February 10, 2015, for a quote to replace the fence with like and kind materials. Judge Netting had replaced another section of fencing at the Landfill several years ago.

Judge Netting was able to provide a quote on Friday, February 13, 2015, and by that afternoon staff received an opinion from General Services Agency Purchasing that it appeared to meet the emergency criteria as outlined in the Public Contract Code. Because the Board of Supervisors was not scheduled to meet on either February 17th or 24th, staff conferred with the Chief Executive Officer (CEO) who approved moving forward to expedite the emergency mitigation of this safety concern.

The quote from Judge Netting covers replacing the 740 linear feet of fencing with 25 feet above ground treated wood poles on 20 foot centers and ultra violet treated polyester netting. The installation provides a 5-year warranty on materials and workmanship from the time of completion. Since new poles would have to be ordered and time was of the essence, staff's recommendation was to go with used wooden poles that are in like-new condition so the work could commence immediately. Judge Netting offered the same warranty on the poles whether they were new or used. Staff will oversee the work to ensure that the perimeter fencing is restored to its original condition.

As required by the Public Contract Code, staff will return to the Board and report on the status of the emergency repair project every 14 days. Staff will return to the Board to provide an update at the next regularly scheduled meeting on March 17, 2015.

POLICY ISSUE:

This action is consistent with the Board's priorities of A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by maintaining litter control and site

Approval to Declare an Emergency for Repairs at the Fink Road Landfill to Replace 740 Linear Feet of Perimeter Litter Barrier Fencing

security in accordance with the requirements of the Landfill's regulatory agency (CalRecycle). In addition, it supports the Department of Environmental Resource'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.

STAFFING IMPACTS:

The Department of Environmental Resources staff will oversee the work related to this Emergency Project.

CONTACT PERSON:

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

STANDARD CONTRACT CONDITIONS (Long Form)

I. Description of Work.

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of the Agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to the Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under the Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of services and work under the Agreement shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Work Product. All documents, drawings and written work product prepared or produced by the Contractor under the 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. The County shall defend, indemnify and hold harmless the Contractor from liability arising out of the reuse of documents prepared by the Contractor.

1.5 Compliance with Laws. Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. Contractor shall perform its work in accordance with generally accepted industry standards and practices for the professions that are used in the performance of work or services under the Agreement and that are in effect at the time of performance of the Agreement.

2. Compensation.

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor.

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then Contractor compensation shall be based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current

dated schedule of rates attached to and made a part of the Agreement; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation 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.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. 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 the Agreement.

3. Termination. The County may terminate the Agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. The Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, unless agreed to by the County, (c) cancellation of insurance required under the terms of the 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.

4. 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 under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

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

- (a) 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 the Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) 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 the 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.
- (c) 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 the Agreement.
- (d) Professional Liability Insurance. If professional services are provided under the Agreement, then Contractor shall also maintain professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Contractor's work under the Agreement.

6.2 Deductibles. All 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 the Agreement.

6.3 Additional Insured. The Contractor shall provide 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 the 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. The Workers' Compensation 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 the Agreement by the Contractor.

6.4 Primary & Separate Coverage. 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. 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 Reporting. 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 Notice of Cancellation. 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 the Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. 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.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under the Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by the Agreement, including, without limitation, those effecting 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.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. 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 the Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. 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 the 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. The Contractor's obligation to indemnify the County shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss or expense.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or 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 the Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of the Agreement for a minimum of four (4) years after the termination or completion of the Agreement. Any authorized representative of County shall have access to any such records 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.

10. Nondiscrimination. During the performance of the 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 the 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 subcontractors shall comply with all applicable Federal, State and local laws and regulations related to nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code, § 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.

11. Assignment. 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 the Agreement. Contractor shall not assign or subcontract the Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under the Agreement so long as the modified work is within the general scope of work called for by the Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.

13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract manager unless the Contractor has received a notice of termination.

14. Waiver of Default. Waiver of any default by either party to the Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of the 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 the Agreement unless the Agreement is modified as provided below.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of the Agreement. Notice is deemed received upon deposit in the mail.

16. 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 the Agreement.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

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

19. Construction. Headings or captions to the provisions of the Agreement are solely for the convenience of the parties, are not part of the Agreement, and shall not be used to interpret or determine the validity of the Agreement. Any ambiguity in the 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 the Agreement.

20. Governing Law and Venue. The 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 the Agreement shall have venue in the County of Stanislaus, State of California.

END OF STANDARD CONDITIONS (LONG FORM)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURNED TO:
Stanislaus County
Department of Environmental Resources
Attn: Susan M. Garcia,
3800 Cornucopia Way, Suite C
Modesto, CA 95358
NO FEE



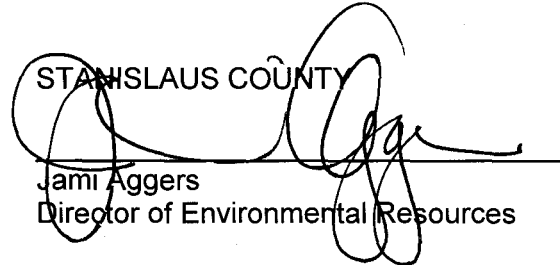
Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2015-0019901-00
Friday, MAR 20, 2015 11:13:36
Ttl Pd \$0.00 Rcpt # 0003637638
OVP/R2/1-1

NOTICE OF COMPLETION AND ACCEPTANCE OF PUBLIC WORKS PROJECT

NOTICE IS HEREBY GIVEN by the County of Stanislaus that a certain project for public works improvements and/or structures referred to as "Fink Road Landfill Emergency Fence Repair at 4000 Fink Road, Crows Landing, CA 95313" in the County of Stanislaus, State of California, was substantially completed March 13, 2015, and was accepted by the Department of Environmental Resources on March 16, 2015. The contract for the construction of said project was let to Judge Netting, Inc., 427 E. 17th Street, #489, Costa Mesa, CA 92627, as Contractor, the name and address of the owner of the property referred to above is the County of Stanislaus, 1010 10th Street, Modesto, CA 95354. Stanislaus County has legal or equitable interest in the property. The above project for public works improvements and/or structures, and the property on which the improvements and/or structures are situated is located in the County of Stanislaus, State of California. The name of the Contractor's surety is **Allied World Insurance Company**.

3/19/15

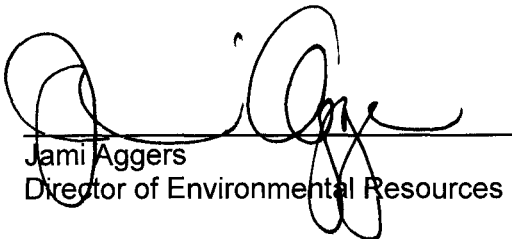
Date

STANISLAUS COUNTY

Jami Aggers
Director of Environmental Resources

VERIFICATION

I, Jami Aggers, the undersigned, declare that I am the Director of Environmental Resources for the County of Stanislaus and I am authorized to make this verification on behalf of the County. I have read the foregoing notice and know its contents, and the same is true to the best of my knowledge and belief. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STANISLAUS COUNTY


Jami Aggers
Director of Environmental Resources

3/19/15
Date

1120

Emergency Repairs at the Fink Road Landfill

Jami Aggers, Director
Dept. of Environmental Resources
March 3, 2015

Background

- Department of Environmental Resources, Landfill Division, maintains and operates the Fink Road Landfill
- This facility provides the Class III disposal for municipal solid waste for all of Stanislaus County as well as Class II combustion ash from the Waste To Energy facility.

Background Cont'd.

- Much of the site maintenance is performed by in-house staff
- Specialized services are often needed for maintenance, repairs, surveying, construction projects and oversight, certain non-routine service calls, and **emergency** services and repairs
- For those specialized services, the Department has historically hired outside expertise

Background Cont'd.

- Between the close of business on Sat., February 7, 2015, at 4:30 p.m. and reopening on the morning of Mon., Feb. 9th, a 740 foot section of perimeter litter barrier fencing along the Interstate 5 corridor blew down, snapping the wooden poles off at their base because of a fierce wind and rainstorm

BEFORE DAMAGE



Background Cont'd.

- This section of fencing was original so it was most likely erected in 1973 when the Landfill opened
- Originally constructed to be 10 feet in height
- 10 feet was insufficient to contain blowing litter, so extensions and additional netting were added to bring the final height of the fencing to 25 feet

AFTER DAMAGE...



AFTER...



AFTER...

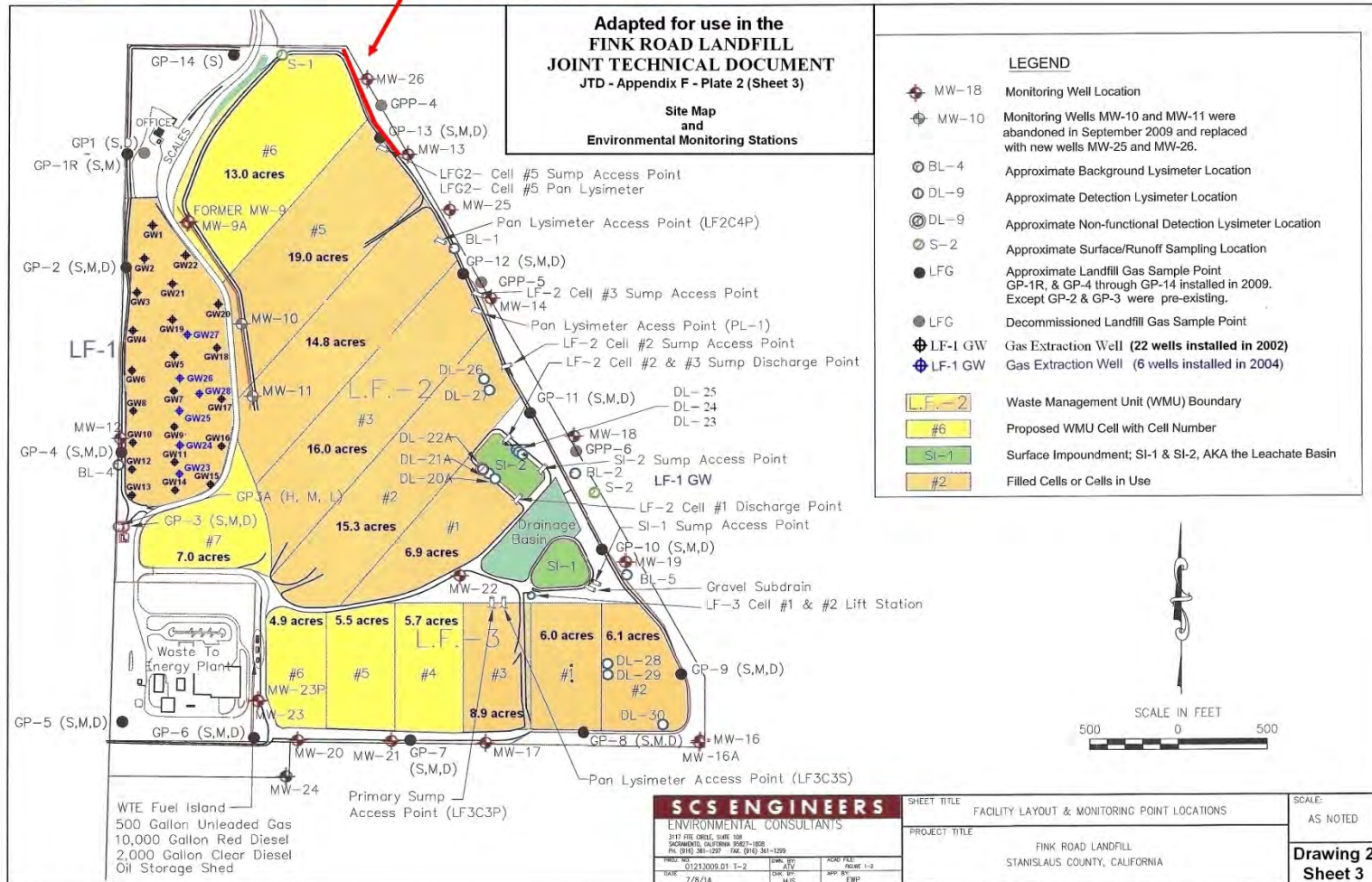


Background Cont'd.

- The result leaves the site unsecured and subject to a Notice of Violation from the State
- In addition, the potential of litter blowing onto Interstate 5 could pose a safety concern

Unsecured Section

Site Plan - Emerg. Repair - Fallen Fence at Fink LF 2015



Unsecured Section

Fallen Fence is
depicted by
RED line.



Background Cont'd.



- After learning of the damage, the Dept. contacted Judge Netting, Inc., of Costa Mesa, California, on February 10, 2015, for a quote to replace the fence with like and kind materials

Background Cont'd.

- Judge Netting had replaced another section of fencing at the Landfill several years ago



Background Cont'd.

- Judge Netting provided a quote on Friday, February 13, 2015, for \$157,800
- General Services Agency Purchasing informed staff that it appeared to meet the emergency criteria as outlined in the Public Contract Code

Background Cont'd.

- Board of Supervisors were not scheduled to meet on either February 17th or 24th
- Staff conferred with the Chief Executive Officer who approved moving forward to expedite the emergency mitigation of this safety concern

Background Cont'd.

- The quote covers replacing the 740 linear feet of fencing with 25 feet above ground treated wood poles on 20 foot centers and ultra violet treated polyester netting
- The installation provides a 5-year warranty on materials and workmanship from the time of completion

Background Cont'd.

- Since new poles would have to be ordered and time was of the essence, staff's recommendation was to go with used wooden poles that are in like-new condition so the work could commence immediately
- Judge Netting offered the same warranty on the poles whether they were new or used

Background Cont'd.

- Staff will oversee the work to ensure that the perimeter fencing is restored to its original condition



Staff Recommendation

- Approve declaring an Emergency in accordance with Public Contract Code Section 22050 at the Fink Road Landfill
- Authorize the County Purchasing Agent to negotiate and execute an Agreement with Judge Netting to replace the damaged fencing

Current Status

1. Construction Permit issued 3/2/2015
2. Insurance documents provided
3. Bonds are in place/approved
4. Work is expected to commence March 5 or 6
5. Anticipated to take 10-14 days

Next Update: March 17, 2015

- Questions?