

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

DEPT: Environmental Resources

BOARD AGENDA #: \*B-3

AGENDA DATE: August 30, 2016

**SUBJECT:**

Approval of Amendment No. 2 to the Agreement for Independent Contractor Services with Holt of California for Preventative and Remedial Maintenance and Repair of Heavy Equipment at the Fink Road Landfill

**BOARD ACTION AS FOLLOWS:**

No. 2016-450

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien  
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Environmental Resources  
Urgent  Routine

BOARD AGENDA #: \*B-3

AGENDA DATE: August 30, 2016

CEO CONCURRENCE: *phr*

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of Amendment No. 2 to the Agreement for Independent Contractor Services with Holt of California for Preventative and Remedial Maintenance and Repair of Heavy Equipment at the Fink Road Landfill

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**STAFF RECOMMENDATIONS:**

1. Approve Amendment No. 2 to the Agreement for Independent Contractor Services with Holt of California for preventative and remedial maintenance and repair of heavy equipment at the Fink Road Landfill, for a not to exceed amount of \$890,000.
2. Authorize the Director of Environmental Resources, or designee, to execute Amendment No. 2 with Holt of California and sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Agreement for an overall total not to exceed amount of \$910,000, which includes a contingency of \$20,000.

**DISCUSSION:**

The Department of Environmental Resources (Department), Landfill Division, operates the Fink Road Landfill and maintains the closed Geer Road Landfill. Several key pieces of heavy equipment are required for this operation and maintenance, including but not limited to: dozers, tractors, a grader, a compactor, and a roller among others. The day-to-day operation and minor routine maintenance of the Fink Road Landfill and much of its equipment is performed by in-house staff. Specialized services and expertise are, however, often required for more difficult, non-routine equipment servicing and repairs.

On September 25, 2012, the Board authorized the Department to enter into an agreement for Independent Contractor Services (Agreement) with Holt of California for preventative and remedial maintenance of heavy equipment in the amount of \$600,000, and authorized the Department to sign amendments for an overall total not to exceed \$690,000. Subsequently, on April 14, 2016, the Department executed Amendment No. 1 to the Agreement, which extended the term of the contract by one year through June 30, 2017, and increased the contract to the maximum allowable dollar amount of \$690,000.

For the remainder of FY 2016/2017, the Department anticipates several major repairs to various heavy equipment serviced under this Agreement. Those repairs include transmission and undercarriage work to be performed on the 2000 Caterpillar D8R dozer, undercarriage work to be performed on the 2007 Caterpillar D8T dozer, and undercarriage work to be

Approval of Amendment No. 2 to the Agreement for Independent Contractor Services with Holt of California for Preventative and Remedial Maintenance and Repair of Heavy Equipment at the Fink Road Landfill

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performed on the 2007 Caterpillar D6R dozer. The Department anticipates back-to-back repairs of this equipment. While the equipment is being repaired, the Department will use a rental dozer to maintain daily operations at the Fink Road Landfill and perform post closure maintenance of the Geer Road Landfill.

The Agreement with Holt of California guarantees all work, equipment and materials, including the servicing of equipment, against any defects in workmanship and warrants all defects that may become apparent within a period of one year after completion of work, at no additional cost to the County.

Accordingly, staff recommends that the contract amount with Holt of California be increased by \$200,000 for a total amount of \$890,000. In addition, staff is requesting a contingency of \$20,000, which is 10% of the proposed increase of \$200,000. This not to exceed amount of \$910,000 should be sufficient to cover the costs associated with the needed repairs, plus ongoing routine scheduled preventative maintenance and anticipated miscellaneous repairs to the equipment covered under this Agreement.

The primary goal of performing these repairs is to avoid or mitigate the consequences of catastrophic equipment failure. Repairing the equipment will preserve and restore equipment reliability by replacing worn out components before they actually fail, and keeping the equipment in proper operating condition. Investing in the repair of these various pieces of equipment will extend the useful life of the equipment and help to delay the purchase of new equipment, which requires a significant capital outlay.

**POLICY ISSUE:**

Board of Supervisors approval is required for all contracts exceeding \$100,000.

**FISCAL IMPACT:**

Sufficient appropriations exist in the Fiscal Year 2016-2017 Adopted Proposed Budget for Environmental Resources Fink Road Landfill to cover heavy equipment repair and rental.

<b>Cost of recommended action:</b>	\$ 220,000
<b>Source(s) of Funding:</b>	
Fink Road Landfill Fund Balance	220,000
<b>Funding Total:</b>	\$ 220,000
<b>Net Cost to County General Fund</b>	\$ -

<b>Fiscal Year:</b>	2016/2017
<b>Budget Adjustment/Appropriations needed:</b>	No

<b>Fund Balance as of July 31, 2016</b>	
Fink Road Landfill	\$ 26,917,469

Approval of Amendment No. 2 to the Agreement for Independent Contractor Services with Holt of California for Preventative and Remedial Maintenance and Repair of Heavy Equipment at the Fink Road Landfill

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**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions support the Board's priorities of A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. Landfill services are critical to supporting the Department's mission to promote a safe and healthy environmental and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

**STAFFING IMPACT:**

Existing staff will continue to oversee the work related to this Agreement.

**CONTACT PERSON:**

Jami Aggers, Director of Environmental Resources

Telephone: (209) 525-6770

**ATTACHMENT(S):**

- A. Amendment 2 to the Agreement for Independent Contractor Services with Holt of California



**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 NO. 2**

This Amendment No. 2 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 August 31, 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"), which was amended on April 14, 2016 to extend the contract term ("Amendment No. 1"); 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 increase the Agreement's not to exceed amount by \$200,000 to cover several major repairs and projected expenses to the compactor and three (3) dozers serviced under this Agreement; 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:

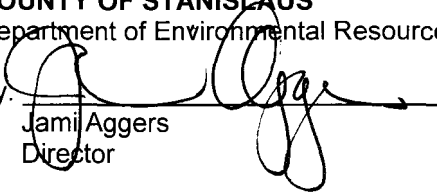
"The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed **Eight Hundred Ninety Thousand Dollars (\$890,000.00)** including, without limitation, the cost of any subcontractors, consultants, experts, or investigators retained by the Contractor to perform or assist in the performance of its work under this Agreement."

B. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

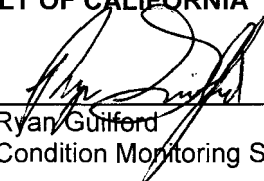
IN WITNESS WHEREOF, the parties have executed this Amendment on the date written above.

[Signatures Appear on Next Page]

**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