

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

DEPT: Environmental Resources

BOARD AGENDA #: *B-15

AGENDA DATE: March 28, 2017

SUBJECT:

Approval of Amendment No. 3 to the Agreement for Independent Contractor Services with Holt of California for Heavy Equipment Repair and Maintenance at the Fink Road Landfill

BOARD ACTION AS FOLLOWS:

No. 2017-138

On motion of Supervisor Withrow, Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

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:


PAM VILLARREAL, Assistant Clerk

File No.

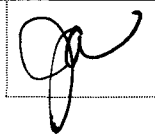
**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Environmental Resources
Urgent Routine

BOARD AGENDA #: *B-15

AGENDA DATE: March 28, 2017

CEO CONCURRENCE:



4/5 Vote Required: Yes No

SUBJECT:

Approval of Amendment No. 3 to the Agreement for Independent Contractor Services with Holt of California for Heavy Equipment Repair and Maintenance at the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Approve Amendment No. 3 to the Agreement for Independent Contractor Services with Holt of California for heavy equipment repair and maintenance at the Fink Road Landfill, which increases the contract by \$140,000, for a not-to-exceed amount of \$1,030,000.
2. Authorize the Chairman of the Board of Supervisors to execute Amendment No. 3 with Holt of California.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Agreement for an overall total not-to-exceed amount of \$1,044,000, which includes a contingency of \$14,000.

DISCUSSION:

The Department of Environmental Resources (Department), Landfill Division, maintains and operates the Fink Road and Geer Road Landfills. 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, and catastrophic equipment break-down and failures. For specialized maintenance and repair of heavy equipment, the Department has historically hired specialized outside vendors.

On September 25, 2012, the Board of Supervisors 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 approved by the Board of \$690,000. On August 30, 2016, the Board authorized Amendment No. 2 to the Agreement,

Approval of Amendment No. 3 to the Agreement for Independent Contractor Services with Holt of California for Heavy Equipment Repair and Maintenance at the Fink Road Landfill

which increased the not-to-exceed amount to \$890,000 for preventative and remedial maintenance and repair of heavy equipment at the Fink Road Landfill and an overall total not-to-exceed \$910,000, which included a contingency of \$20,000.

In early February 2017, the Landfill's compactor suffered a catastrophic breakdown. The repair costs are estimated to be in the \$100,000 range. In addition, one of the Landfill's dozers is also in need of critical preventative maintenance for the replacement of "track pads" at this time which is estimated to cost \$16,000. Moreover, approximately \$10,000 is needed to pay for the scheduled preventative maintenance for the compactor and three dozers. The total cost of these expenses is \$126,000, which will more than deplete the remaining \$44,919.52 balance on the Agreement including the use of the existing \$20,000 in contingency funds, which would leave no remaining funds to cover future servicing, remedial on-call repair, troubleshooting services, and rental of replacement equipment during the remainder of the contract term which is through June 30, 2017.

Accordingly, staff recommends that the contract amount with Holt of California, currently at \$890,000, be increased by \$140,000 for a total amount of \$1,030,000. In addition, staff is requesting a contingency of \$14,000, which is 10% of the proposed increase of \$140,000. This not-to-exceed amount of \$1,044,000 is estimated to 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. Staff is currently working on the new Scope of Work to put the repair and maintenance agreement back out to bid so that a new contract is in place by July 1, 2017.

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.

Repairing the heavy equipment will preserve and restore equipment reliability by replacing worn out components and keeping the equipment in proper operating condition. Investing in the repair of the compactor 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 and the Chairman of the Board must sign all contracts that exceed \$1,000,000.

Approval of Amendment No. 3 to the Agreement for Independent Contractor Services with Holt of California for Heavy Equipment Repair and Maintenance at the Fink Road Landfill

FISCAL IMPACT:

Sufficient appropriations exist in the 2016-2017 Adopted Final Budget for Environmental Resources, Fink Road Landfill Division, to cover heavy equipment repair, maintenance, and rental.

Cost of recommended action:		\$ 154,000
Source(s) of Funding:		
Fink Road Landfill Fund Balance	154,000	
Funding Total:		\$ 154,000
Net Cost to County General Fund		\$ -

Fiscal Year:	2016/2017
Budget Adjustment/Appropriations needed:	No

Fund Balance as of February 28, 2017	
Fink Road Landfill	\$ 27,499,629

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
Janis Mein, Asst. Director of Environmental Resources	Telephone:(209) 525-6792

ATTACHMENT(S):

Amendment 3 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. 3**

This Amendment No. 3 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 **March 28**, 2017.

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 again on August 31, 2016, to cover several major repairs ("Amendment No. 2"); 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 \$140,000 to cover a major repair to the earthmoving compactor and to allow for routine maintenance for the remainder of this contract 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 **One Million Thirty Thousand Dollars (\$1,030,000.00)** 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

By: Vito Chiesa
Vito Chiesa
Chair of The Board of Supervisors

Date: 3/28/17

"County"

ATTEST: Elizabeth A. King
Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By: Patricia Gonzalez
Deputy Clerk

Date: 3/28/17

COUNTY OF STANISLAUS

Department of Environmental Resources

By: Jami Aggers
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: Amanda M. DeHart
Deputy County Counsel

HOLT OF CALIFORNIA

By: Ryan Guilford
Ryan Guilford
Condition Monitoring Supervisor

"Contractor"