

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

DEPT: Environmental Resources

BOARD AGENDA #: *B-12

AGENDA DATE: June 27, 2017

SUBJECT:

Approval to Enter into a Three Year 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. 2017-350

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:


ELIZABETH A. KING, Clerk of the Board of Supervisors

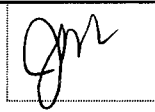
File No.

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

DEPT: Environmental Resources
Urgent Routine

BOARD AGENDA #: *B-12

AGENDA DATE: June 27, 2017



CEO CONCURRENCE:



4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter into a Three Year Agreement for Independent Contractor Services with Holt of California for Heavy Equipment Repair and Maintenance at the Fink Road Landfill

STAFF RECOMMENDATIONS:

1. Approve the Independent Contractor Services Agreement with Holt of California for preventative and remedial maintenance and repair of heavy equipment at the Fink Road Landfill, not to exceed the amount of \$900,000 for the period of July 1, 2017, through June 30, 2020, with an option to renew the agreement an additional two years.
2. Authorize the Director of Environmental Resources, or designee, to execute the Agreement with Holt of California, and to sign any necessary documents.
3. Authorize the Director of Environmental Resources, or designee, to sign amendments to the Agreement for an overall not-to-exceed amount of \$990,000, which includes a contingency of \$90,000.

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, after a competitively bid process, the Board authorized the Department to enter into a five year agreement for Independent Contractor Services with Holt of California for preventative and remedial maintenance of heavy equipment. That Agreement expires on June 30, 2017. In preparation of the upcoming expiration of that Agreement, the Department went back out to bid for these services.

On March 31, 2017, the General Services Agency (GSA), Purchasing Division posted an Invitation to Bid on behalf of the Department. Bids were opened on May 3, 2017, and only one bid was received which was from Holt of California. Holt of California's bid came in at \$146,188 for regular routine maintenance of the heavy equipment during the next three years.

Approval to Enter into a Three Year Agreement for Independent Contractor Services with Holt of California for Heavy Equipment Repair and Maintenance at the Fink Road Landfill

A review of the bid submittal indicated the bidder met the requirements as specified in the bid documents and on that basis a Notice of Award was issued on May 19, 2017, to Holt of California.

Holt of California was awarded the bid based on their proposed pricing of \$146,188 for regular routine and preventative maintenance during the next three years. Regular routine and preventive maintenance occurs every 250 hours of equipment service. This includes equipment inspection, changing the engine oil and filter, checking fluid levels and fittings, and checking other engine components to keep the equipment in operational condition. The goal is to keep equipment in good repair so as to minimize the need for costly major repair work or replacement. Holt of California's bid of \$146,188 for regular routine and preventative maintenance consisted of no cost increase for Year 1 (i.e. the same cost they were being paid under our current agreement), with a 4.8% increase in cost in Year 2 and another 4.8% increase in cost for Year 3. Staff was successfully able to negotiate the pricing with Holt down so that there would be no cost increase for year 1, a 3% increase in cost for Year 2, and another 3% increase for Year 3. This reduced the regular routine and preventative maintenance cost by \$2,837, for a new total of \$143,351.

In addition to regular routine and preventative maintenance, there is a need to repair the heavy equipment when it breaks down or malfunctions. This includes major mechanical work that is not covered under preventative maintenance, such as engine and transmission work. Bidders were asked to provide an hourly labor rate and cost for parts and materials in the event repair work is needed. Holt of California proposed hourly labor rates for straight time, nights, weekends and holidays, ranging from \$125 an hour to \$235 an hour. This is an increase in their hourly billable labor rates by up to 24% from what they were being paid under our current agreement. Staff was successfully able to negotiate the hourly labor rate down to a range of \$115 an hour to \$215 an hour, which is an increase of no more than 13% for 3 years. This will save money each time a piece of equipment needs to be repaired. In addition to the hourly labor rate, Holt proposed to charge for parts and materials at cost plus 10%, which is the same as what they were being paid under our current agreement.

Staff is requesting an Agreement not to exceed \$900,000. This includes Holt of California's proposed pricing of \$143,351 for regular routine and preventative maintenance. It also budgets to cover the cost of any future needed repairs to the equipment during the next three years. The future cost to repair the equipment when it breaks down is an unknown factor, however it is imperative that staff budget for it so that repairs can be done quickly and efficiently. Repairs to heavy equipment can often be costly, and this contract covers ten different pieces of equipment that may need repair work at any time during the next three years. This cost is in line with the previous agreement, adjusted with a moderate percentage increase.

The new 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.

Performing as needed routine and preventative maintenance and repairs to the heavy equipment will preserve and restore equipment reliability by replacing worn out components and keeping the equipment in proper operating condition.

Approval to Enter into a Three Year Agreement for Independent Contractor Services with Holt of California for Heavy Equipment Repair and Maintenance at the Fink Road Landfill

POLICY ISSUE:

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

FISCAL IMPACT:

The total not to exceed amount of this agreement is \$900,000, with a 10% contingency of an additional \$90,000. Sufficient appropriations have been included in the Budget Year 2017-2018 Adopted Proposed Budget for Environmental Resources, Fink Road Landfill Division, to cover heavy equipment maintenance and repairs.

Cost of recommended action:		\$ 990,000
Source(s) of Funding:		
Fink Road Landfill Fund Balance	990,000	
Funding Total:		\$ 990,000
Net Cost to County General Fund		

Fiscal Year:	2017/2018
Budget Adjustment/Appropriations needed:	No

Fund Balance as of May 31, 2017

Fink Road Landfill \$ 26,340,031

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 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):

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**

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") as of July 1st, 2017.

Recitals

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

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

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**.

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 C. 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 C.

2.2. Except as expressly provided in Exhibit A and Exhibit C 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.

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

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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 service 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

11.1 Non-Discrimination. 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; 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.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

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:

Stanislaus County
Department of Environmental Resources
Attn: Stephanie Musso
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6786
Fax: (209) 525-6773

To Contractor:

Holt of California
Attn: Ryan Guilford
7310 Pacific Avenue
Pleasant Grove, CA 95668
(916) 252-8488
rguilford@holtca.com

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

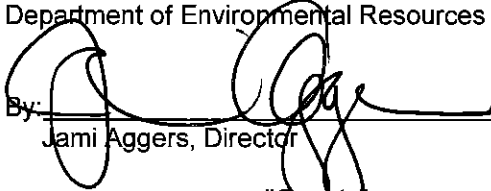
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather 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.

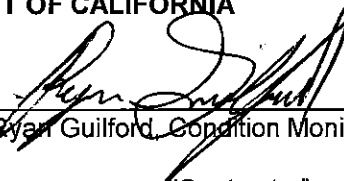
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS
Department of Environmental Resources

By: 


Jami Aggers, Director
"County"

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

**EXHIBITS
TO
INDEPENDENT CONTRACTOR AGREEMENT
SCOPE OF WORK AND SPECIFICATIONS**

FOR

BID #17-18-DQ

The following language and documents are included as Exhibits to this Agreement:

- **EXHIBIT A: SCOPE OF WORK**, including any **ADDENDA** thereto
- **EXHIBIT B: INSURANCE REQUIREMENTS**
- **EXHIBIT C: CONTRACTOR'S BID PRICING**

**EXHIBIT A
SCOPE OF WORK**

A. DEFINITIONS

Preventative Maintenance: Preventative maintenance is conducted to keep equipment working and 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. The goal is to keep equipment in good repair so as to minimize the need for costly major repair work or replacement.

Preventative maintenance is periodic in nature, with the frequency based on hours used, a calendared schedule, or a combination of both.

Remedial Maintenance: Remedial maintenance is performed as required, on an unscheduled basis, following indicators that the equipment is going to fail, or the equipment performance is deteriorating or the equipment item or part is worn out, or the equipment has failed to operate. It is also 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

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

The primary goal of Preventative Maintenance is to avoid or mitigate the consequences of equipment failure. Preventative Maintenance helps to prevent equipment failure before it actually occurs. It is designed to preserve and restore equipment reliability by replacing worn components before they actually fail. Preventative maintenance activities include partial or complete overhauls at specified periods, oil changes, lubrication, etc. In addition, equipment deterioration records shall be maintained by Contractor, a copy of which shall be provided to the County, to identify when to replace or repair worn parts before they cause system failure. The ideal preventative 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 indicators that the equipment might fail, when equipment performance is deteriorating, when equipment parts are worn out, or when the equipment has failed to operate.

The County performs preventative and remedial maintenance on LF-510 (CAT 1991 Backhoe), LF-511 (CAT 1988 Grader), LF-518 John Deere 2005 Mower), LF-524 (Case STX 2003 Tractor), and LF-520 (2006 Tarpomatic) as listed in Attachment 1. However, on occasion, the County staff is unable to perform repairs on this equipment and may request Contractor to perform the repairs. If Contractor is requested to perform repairs on the above listed equipment, Contractor shall bill County based on a time-and-materials basis, using the Contractor's hourly billable rate identified in the fee schedule.

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

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

1. Service Requirements

Contractor shall:

- 1.1. Perform preventative and remedial maintenance on all of the equipment listed in Attachment 1, except equipment identified as LF-510, LF-511, LF-518, LF-524, and LF-520. On this specific equipment the County performs the preventative and remedial maintenance. However, on occasion, the County staff is unable to perform repairs on this equipment and may request Contractor to perform the repairs on a time-and-materials basis.

Contractor's maintenance responsibilities shall include, but not be limited to, 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.

- 1.2. Perform complete preventative maintenance service in accordance with the standard 250-hours service interval, the intervals specified on the attached Attachment 2, and shall meet, exceed or include, any of the manufacturers' requirements not listed herein.
- 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 within said specifications.
- 1.4. Coordinate with and obtain approval from the designated County representative prior to initiating any major repairs.
- 1.5. Provide all labor, materials, miscellaneous parts, equipment, tools, methods of communication, and if required, additional miscellaneous services as necessary to meet the requirements of the specified services throughout the term of the Agreement. All materials and 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 equipment 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.
- 1.6. Ensure all labor quoted shall include all labor cost, insurance overhead, profit, travel, and be exclusive of taxes.
- 1.7. Perform all preventative and remedial work at the County Fink Road Landfill site, unless by the nature of the required repairs, it is necessary to remove a component and take to the Contractor's shop for repair. If necessary to make such off-site repairs, Contractor shall arrange for and transport the equipment to a repair facility. County shall reimburse Contractor for such transportation costs at in accordance with the County's current Travel Policy. A copy of the hauler's invoice shall be attached to the invoice at the time of billing, and no markup shall be applied to the cost of transportation.
- 1.8. Permit County representatives to be present during the performance of any repairs, and furnish the County with all replaced parts, and any other information concerning such repairs, if requested by the County within ten (10) days after repair or replacement of such parts.
- 1.9. Ensure Contractor's technicians receive on-going training on current and new technologies throughout the term of the Agreement.
- 1.10. Ensure Contractor's factory trained technicians keep their certification(s) current, and, if applicable, any licenses required in the performance of the services.

- 1.11. Provide a telephone number to a centralized manned station, and for after-hours requests, a 24-hour/7-day-a-week, answering service, including coverage during state and federal holidays observed by the Contractor.
- 1.12. Provide a primary point of contact. Primary contact shall be the contact for emergency call-out responses.
- 1.13. *Emergency Call-Out:* Acknowledge 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 all labor, parts, materials, supplies, tools, and equipment required to complete repairs in a good and workmanlike manner. 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 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 County with a written notice of any repairs that will take longer than 72-hours and provide in the notice the date repairs will be completed and equipment made available for County's use. Contractor shall 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-hour repair time. If County 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 Contractor fails to repair and make available the equipment for County's use within the timeframe agreed upon in writing, County shall receive a credit for each day after the agreed upon period until equipment is 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 fully repaired, in operable condition and in possession of 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.
- 1.14. *Non-Emergency Call-Out:* Acknowledge 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 designated County representative upon arrival at the job site. Contractor shall provide County with a written notice of the length of time the repairs will take. If a unit is to be down for more than twelve (12) hours, Contractor shall advise and inform the County representative of the nature of the repair that caused the shutdown. 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 a cost to meet the 72-hour period. If the County does not choose the option to have the equipment repaired within 72-hour period and instead 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 Contractor fails to repair and make available the equipment for County's use within the timeframe agreed upon in writing, County shall receive a credit for each day after the agreed upon period until equipment is 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 repaired, in operable condition, and in the possession of the County.
- 1.15. *Additions, Deletions, or Replacements:* County may add, delete or permanently replace landfill heavy equipment listed in Attachment 1 – Landfill Heavy Equipment List. If any equipment is permanently replaced, Contractor shall perform preventative maintenance on the replacement equipment. If equipment is replaced under warranty and replacement equipment is the same or comparable in kind and features, the maintenance costs for such replacement equipment shall be the same as previously established in the Agreement. If equipment is replaced due to age, and replacement equipment is the same or comparable in kind and features, the maintenance cost for such replacement equipment shall be the same as previously established in the Agreement. If new

equipment is not comparable in kind and features, County and Contractor shall negotiate the cost of maintenance. The method for authorizing additions, deletions, or replacements shall be by a signed written amendment to the Agreement.

- 1.16. Conduct inspections, testing and repairs. The equipment listed on Attachment 1 shall be tested, adjusted and lubricated per manufacturer's recommendations.
- 1.17. Confirm each inspection via phone or email to designated County representative 72 hours prior to beginning each inspection. Contractor shall state a realistic and true time when they can schedule the service. Proposed schedule shall be honored within a tolerance of plus or minus one-half (1/2) hour from the time scheduled.
- 1.18. Attach stickers on each equipment item at inspection completion, indicating the date and result of each inspection, condition of equipment, and technician(s) full name(s). Provide a service ticket to County for signature upon completion of each inspection or repair.
- 1.19. Notify the County if Contractor notices the need for a major or remedial repair to any piece of equipment during the course of performing routine preventative inspection/maintenance. Contractor shall obtain pre-approval from County prior to performing any type of major/remedial repair.
- 1.20. Perform remedial maintenance following indicators that equipment is going to fail, equipment performance is deteriorating, equipment item or part is worn out, or equipment has failed to operate. Contractor shall repair components or equipment as necessary either by on-site repair or by replacing individual elements, in order to keep equipment in proper operating condition or to bring it back to working order. Repairs shall be pre-approved by County before Contractor begins work.
- 1.21. Use drip pans or drop cloths to catch drips and spill if replacing motor oil, radiator coolant, or other fluids on-site.
- 1.22. Collect all used fluids, store in separate containers, and recycle whenever possible.
- 1.23. Do not use diesel oil to lubricate equipment or parts.
- 1.24. Conduct all equipment maintenance at one location - away from storm drains.
- 1.25. Perform major maintenance (i.e., engine overhauls, transmission overhauls, undercarriages, etc.) off-site.
- 1.26. Keep premises clean of rubbish and debris generated by work involved, and leave premises neat and clean. Contractor shall sweep up dry spilled materials immediately, clean leaks, drips and other spills immediately, and clean spills on dirt areas by digging up and properly disposing of contaminated soil. Contractor shall never attempt to bury spills or "wash them away" with water, or hose down "dirty" pavement or surfaces where materials have spilled. Contractor shall use dry cleanup methods whenever possible.

Contractor shall, at Contractor's expense, dispose of all surplus material, rubbish, and debris. All materials, tools, equipment, etc., shall be removed. County is not responsible for theft or damage to 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.

- 1.27. Report significant oil or fuel spills greater than one (1) quart to the appropriate spill response agencies immediately. Use the telephone numbers provided herein to report significant spills greater than one (1) quart, illegal dumping, or clogged catch basins.

- 1.28. If a spill occurs involving a hazardous material:
 - (a) Call 911 first, if necessary.
 - (b) Notify the State of California Emergency Management Agency at 1-800-852-7550.
 - (c) Call the County at (209) 525-6700, during normal business hours, or call 911 after hours. Inform the 911 operator that County staff are needed on scene, or for small non-emergency spills, call (209) 525-6727 to leave a recorded message for when the office reopens the next business day.
- 1.29. Contractor shall be solely responsible for ensuring the highest caliber workmanship when providing equipment that requires fitting and assembly, and installation performed by a manufacturer's authorized servicer. Contractor must verify all dimensions at the site, and shall be responsible for their correctness. Contractor shall be responsible for availability of replacement parts.
- 1.30. Assume full responsibility for all item(s) damaged prior to Free On Board Destination (F.O.B) delivery and agree to hold County harmless of all responsibility for processing damage claims.
- 1.31. 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.
2. Reports Contractor shall submit work performance reports and system reports as requested by County.
 - 2.1. Work Performance Reports (WPRs): Contractor shall provide original completed WPRs to County upon completion of work on any components. Contractor shall 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 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.
 - 2.2. System 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 County. The SR will list all inspection problems, potential problems, include maintenance history of all components within each system, and be documented on the WPRs.
 - a. Contractor shall prepare required SR on each tested piece of equipment, and show results of the inspection and testing. Contractor shall deliver the SR to the County within one (1) month after completion of systemic inspection and testing, or whenever requested by the County.
 - b. If the tested system does not pass the test after component repairs have been completed, Contractor shall supply a SR itemizing the estimated cost of repair to make equipment functional.
 - 2.3. Hazardous Materials: Contractor shall dispose of hazardous materials including, but not limited to, used or contaminated fuels, lubricants, and filters, in accordance with all applicable Federal, State, and local laws and ordinances. Contractor shall provide County with 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.

The Health and Safety Code states that any spill or threatened spill must be reported to the local Certified Unified Program Agency (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 California Highway Patrol must

notify the state for all hazardous materials spills except of petroleum less than 42 gallons (Vehicle Code 23112.5 (a)). Furthermore, 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.

- 2.4. 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. Contractor shall provide a cost estimate to the County for miscellaneous services. All pricing shall be in accordance with the terms and conditions of this Agreement.
- 2.5. Miscellaneous Parts: Contractor shall provide miscellaneous parts necessary to complete work. Miscellaneous parts shall be paid at the Contractor's actual cost plus percentage of markup as identified in this Agreement.
- 2.6. Warranty Requirements:
 - 2.6.1. Contractor shall assume full responsibility for providing or ensuring warranty service on any and all items, including goods, materials, or equipment parts provided to County with warranty coverage. If Contractor is not the manufacturer, all manufacturers' warranties must be provided to County. Contractor and not the County are 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 County.
 - 2.6.2. *Performance Warranty*: Contractor shall guarantee all work, equipment, and materials included in servicing of equipment against any defects in workmanship; and shall satisfactorily correct, at no cost to County, any defect that may become apparent within a minimum period of one (1) year after completion of work. Warranty period shall commence upon date of acceptance by County. If Contractor is notified in writing of a deficiency in the work provided within one year from completion of the work, Contractor shall, at County's option, re-perform the work in question at no additional cost to County, or refund original charges for the work in question to County, including the difference in cost if any, if work is re-performed by another Contractor.
 - 2.6.3. *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 a minimum period of one (1) year after completion of installation, or within the manufacturer's warranty, whichever is the later period. Warranty period shall commence upon date of acceptance by County. Contractor shall provide County with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.
- 2.7. Safety: The Contractor shall;
 - 2.7.1. Provide Contractor's 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.
 - 2.7.2. Provide all equipment and tools appropriate for the task assigned. Equipment and tools shall be well maintained, calibrated, and in proper working order.
 - 2.7.3. Thoroughly examine and be familiar with the system(s) and associated facilities to ensure service can be completed in an orderly and safe manner prior to commencing work.

2.7.4. Maintain a safe work environment at all times. Contractor shall report immediately to County the existence of unsafe condition(s).

2.7.5. Comply with County safety policies.

2.8. Work Hours:

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

a. Regular work hours (straight time) for performance of the service are 8:00 a.m. to 4:30 p.m. Monday through Friday.

b. Off-shift hours are nights Monday through Friday beginning at 4:31 p.m. through 7:59 a.m., Saturday if necessary, and anytime on Holidays. All off-shift or modified hours shall be approved in writing by County.

2.9. Travel Time: All mileage and travel time to and from the job site shall be billed in accordance with the County's current Travel Policy. If Contractor must arrange for and transport equipment to a repair facility to make repairs off-site, County shall reimburse the Contractor for such transportation costs in accordance with the County's current Travel Policy. A copy of hauler's invoice shall be attached to invoice at time of billing. No markup shall be applied to the cost of transportation.

2.10. Subcontracting: Subcontractors providing service shall meet the same service requirements and provide the same quality of service required of the Contractor.

2.11. Workmanship: Where not more specifically described in this scope of work, workmanship shall conform to all 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.

2.12. Continued Use of Facilities: The location where servicing of equipment takes place will be occupied by County staff. Work shall be performed in an orderly manner with minimum disturbance and inconvenience to County. Contractor shall confine and limit personnel to only those areas required in performing the work.

2.13. Repair: Contractor shall list the brand name and part/model number of all replacement parts used on the invoice/service ticket. All repairs shall be warranted for a minimum period of one (1) year from 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 County. Any replacement parts that fail during the warranty period shall be replaced at no charge to County including all labor. Parts which carry a standard warranty that exceeds the warranty identified in this Agreement shall be honored by Contractor.

2.14. Records: County shall keep and maintain a record of the number of hours that equipment is operated on a day-to-day basis. Records shall be available for review by Contractor upon Contractor's request, but not more frequently than twice during each calendar year.

2.15. Right of Entry: Contractor shall have the right to enter, during regular business hours, the premises where equipment is located for the purpose of repair, maintenance or inspection. Contractor shall attempt to arrange the times for maintenance or inspections to minimize disruption of County operations.

C. COMPENSATION

The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed **Nine Hundred Thousand Dollars (\$900,000.00)**, 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.

D. AGREEMENT PERIOD

This Agreement shall commence upon the signing of this Agreement and continue until **June 30, 2020** or until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

If mutually agreeable to both parties, this contract may be extended an additional two (2) years, however, in no case shall the renewal extend beyond two (2) years from the original expiration date.

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 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 Contractor for additional information before payment can be made.

F. REPRESENTATIVES

The County's Project Manager is Gabe Avila, (209) 408-2867.

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. 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.

J. 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.

K. 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.

L. 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.

M. 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5)** years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 officers, officials, employees, agents and volunteers 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.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 05/22/2017

Vendor: Holt of California, Sitech West LLC

**EXHIBIT C
FEE SCHEDULE**

Contractor shall perform all work and provide all labor, equipment, materials, and delivery and pick up for the service completion and operation of the equipment for which this bid is made at bid amounts as stated below.

Preventative Maintenance (PM) Chart:

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			
Check Track Adjustment			
Proper Disposal of Waste Fluids & Filters			

The below pricing includes labor, tools, supervision, equipment, supplies, materials, and incidentals for the Contractor to provide complete service/maintenance of the equipment identified in this Agreement, as described in the Scope of Work (Exhibit A), the above Preventative Maintenance Chart, and Attachment 1 and Attachment 2 to this Exhibit C.

Note: The below fixed rate does not include Contractor’s travel to and from the place of service. Travel shall be billed in accordance with the County’s Current Travel Policy. The current mileage reimbursement rate is 53.5 cents per mile.

YEAR ONE – PREVENTATIVE ROUTINE MAINTENANCE

Equipment	Make/Model	Preventative Maintenance Service Type	Fixed Rate Per Service
LF-525	Cat D8T Dozer S/N KPZ01429	PM-1 Every 250 Service Hours	\$568
		PM-2 Every 500 Service Hours, Plus PM-1	\$1296
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$2082
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2789
LF-512	Cat D8R Dozer S/N 7XM04915	PM-1 Every 250 Service Hours	\$540
		PM-2 Every 500 Service Hours, Plus PM-1	\$868
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1813
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2408

LF-526	Cat CS563CD Roller	PM-1 Every 250 Service Hours	\$468
		PM-2 Every 500 Service Hours, Plus PM-1	\$1066
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1809
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2059
LF-527	Cat 836H Compactor S/N BXD00799	PM-1 Every 250 Service Hours	\$610
		PM-2 Every 500 Service Hours, Plus PM-1	\$1622
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$2401
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$4236
LF-602	Cat D6R Dozer S/N WRG00860	PM-1 Every 250 Service Hours	\$535
		PM-2 Every 500 Service Hours, Plus PM-1	\$1006
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1780
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2403

YEAR TWO – PREVENTATIVE ROUTINE MAINTENANCE

Equipment	Make/Model	Preventative Maintenance Service Type	Fixed Rate Per Service
LF-525	Cat D8T Dozer S/N KPZ01429	PM-1 Every 250 Service Hours	\$585
		PM-2 Every 500 Service Hours, Plus PM-1	\$1335
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$2144
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2873
LF-512	Cat D8R Dozer S/N 7XM04915	PM-1 Every 250 Service Hours	\$556
		PM-2 Every 500 Service Hours, Plus PM-1	\$894
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1867
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2480
LF-526	Cat CS563CD Roller	PM-1 Every 250 Service Hours	\$482
		PM-2 Every 500 Service Hours, Plus PM-1	\$1098
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1863
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2121

LF-527	Cat 836H Compactor S/N BXD00799	PM-1 Every 250 Service Hours	\$628
		PM-2 Every 500 Service Hours, Plus PM-1	\$1671
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$2473
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$4363
LF-602	Cat D6R Dozer S/N WRG00860	PM-1 Every 250 Service Hours	\$551
		PM-2 Every 500 Service Hours, Plus PM-1	\$1036
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1833
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2475

YEAR THREE- PREVENTATIVE ROUTINE MAINTENANCE

Equipment	Make/Model	Preventative Maintenance Service Type	Fixed Rate Per Service
LF-525	Cat D8T Dozer S/N KPZ01429	PM-1 Every 250 Service Hours	\$603
		PM-2 Every 500 Service Hours, Plus PM-1	\$1375
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$2208
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2959
LF-512	Cat D8R Dozer S/N 7XM04915	PM-1 Every 250 Service Hours	\$573
		PM-2 Every 500 Service Hours, Plus PM-1	\$921
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1923
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2554
LF-526	Cat CS563CD Roller	PM-1 Every 250 Service Hours	\$496
		PM-2 Every 500 Service Hours, Plus PM-1	\$1131
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1919
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2184
LF-527	Cat 836H Compactor S/N BXD00799	PM-1 Every 250 Service Hours	\$647
		PM-2 Every 500 Service Hours, Plus PM-1	\$1721
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$2547
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$4494

LF-602	Cat D6R Dozer S/N WRG00860	PM-1 Every 250 Service Hours	\$568
		PM-2 Every 500 Service Hours, Plus PM-1	\$1067
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1888
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$2549

Contractor is aware that each piece of equipment is operated at a different level of service and the service hours fluctuate depending on the equipment's use. Contractor shall be notified by County when it is time for each piece of equipment to be serviced at the corresponding service level.

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-materials basis using the Billable Hourly Labor Rates below and the Materials markup Percentages listed below.

The County performs preventative and remedial maintenance on LF-510, LF-511, LF-518, LF-524, and LF-520 listed in further detail below in Attachment 1. However, on occasion, County personnel are unable to perform repairs on this equipment, and may request Contractor to perform such service. Contractor's service shall be performed on a time-and-materials basis in accordance with Contractor's hourly billable rate, and in accordance with the terms and conditions of the attached Scope of Work.

Billable Hourly Labor Rates:

The below billable rates shall be valid for three (3) years and shall be the basis for quoting all labor for Remedial and Preventative Maintenance prices. These rates are all inclusive rates. Mileage and travel time to and from the job site is not reimbursable as a separate line item. Mileage and travel costs shall be included in the hourly billable rate quoted below. All travel and billing shall be in compliance with the County's Travel Policy.

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	Licensed (Yes or No)	CERTIFIED (Yes or No)
Field Tech	\$135	Yes	Yes
PM Tech	\$120	Yes	Yes
Shop Tech	\$115	Yes	Yes

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

Employee Title	Hourly Billable Rate	Licensed (Yes or No)	CERTIFIED (Yes or No)
Field Tech	\$175	Yes	Yes
PM Tech	\$160	Yes	Yes
Shop Tech	\$155	Yes	Yes

3. Cost per hour per skilled worker for Holidays

Employee Title	Hourly Billable Rate	Licensed (Yes or No)	CERTIFIED (Yes or No)
Field Tech	\$215	Yes	Yes
PM Tech	\$200	Yes	Yes
Shop Tech	\$195	Yes	Yes

Equipment/Supplies/Materials/Parts

Equipment, parts, and incidental items necessary to complete the Preventative 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. In no case shall Contractor's markup exceed 10% of the actual cost.

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___%

Emergency Service Contact:

Name: ___Jeff Bicha_____ Telephone Number: ___(209)649-3156_____

Call Response Time: 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.

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

- President's Day
- Memorial Day
- July 4th
- 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

ATTACHMENT 1 to Exhibit C

DEPARTMENT OF ENVIRONMENTAL RESOURCES- LANDFILL HEAVY EQUIPMENT LIST

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

County performs preventative and remedial maintenance on LF-510, LF-511, LF-518, LF-524, and LF-520 listed below. However, on occasion, County personnel are unable to perform repairs on LF-510, LF-511, LF-518, LF-524, and LF-520, and may request Contractor to perform service on the equipment. When County requests Contractor to perform service on LF-510, LF-511, LF-518, LF-524, and LF-520, the service shall be performed on a time and materials basis, in accordance with the hourly billable rate listed in the fee schedule and all other 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-518	2005	JOHN DEERE	6420	L06420H453688	Tractor (mower)	4045HL271	CD4045G000399	JOHN DEERE POWER SYSTEMS	5JDXL06.8084	113	N/A	FE8U67
LF-524	2003	CASE Tractor	STX450	JEE0100734	Cover Garbage	QSX15-A450	14032988	CUMMINS	2CEXL015.AAA	450	15	VA9X94
LF-520	2006	Tarpomatic	Fink Road	060840186C	Tarp deployer to cover refuse	CAT 3003	3ZG01836	CAT	N/A	23.5	3	N/A
LF-525	2007	CAT Dozer	D8T	KPZ01429	Dozer D8T	C15	LHX08283	CAT	6CPXL15.2SLK	347	15.2	JJ6G58
LF-512	2000	CAT Dozer	D8R	7XM04915	Dozer D8R	3406C	41Z18188	CAT	YCPXL14.6MRJ	328	14.6	JM4U38
LF-527	2009	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	WRG00860	Dozer D6R Ash	C9	THX08029	CAT	7CPXL08.8ESK	200	8.8	TH3P67

(End of Attachment 1)

**ATTACHMENT 2 to Exhibit C
MAINTENANCE SCHEDULE**

Contractor shall perform complete preventative and remedial maintenance service in accordance with the Caterpillar Product Maintenance Schedule's 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 County's and Contractor's responsibility in performing the listed services.

1. LF 525- 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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 525- CAT D8T, S/N KPZ01429, Year 2007 (CONTINUED)					
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 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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 525- CAT D8T, S/N KPZ01429, Year 2007 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 525- CAT D8T, S/N KPZ01429, Year 2007 (CONTINUED)					
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
59	Every 500 Service Hrs or 3 Months	Window Wipers	Inspect		X

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 525- CAT D8T, S/N KPZ01429, Year 2007 (CONTINUED)					
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 525- CAT D8T, S/N KPZ01429, Year 2007 (CONTINUED)					
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
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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (CONTINUED)					
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	
24	Every 10 Service Hours or Daily	Fuel Tank Water and Sediment	Drain	X	
25	Every 10 Service Hours or Daily	Horn	Test	X	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (CONTINUED)					
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (CONTINUED)					
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
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 Hrs	Winch Oil and Breather	Change / Clean		X

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (CONTINUED)					
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 512 - CAT D8R, S/N 7XM04915, Year 2000 (CONTINUED)					
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
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 Filter Secondary Element	Replace	X	
9	When Required	Fuel System	Prime	X	
10	When Required	Fuses	Replace	X	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (CONTINUED)					
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	
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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (CONTINUED)					
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 Hrs or 3 Months	Engine Oil and Filter	Change		X

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 526 - CAT CS563D Roller, S/N 9MW00911, Year 2001 (CONTINUED)					
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. LF 527 - 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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 527 - CAT 836H, BXD00799, Year 2009 (CONTINUED)					
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	
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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 527 - CAT 836H, BXD00799, Year 2009 (CONTINUED)					
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	
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 527 - CAT 836H, BXD00799, Year 2009 (CONTINUED)					
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 527 - CAT 836H, BXD00799, Year 2009 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 527 - CAT 836H, BXD00799, Year 2009 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 527 - CAT 836H, BXD00799, Year 2009 (CONTINUED)					
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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (CONTINUED)					
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	
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	

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (CONTINUED)					
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 Hrs or 3 Months	Hydraulic System Oil Sample	Obtain		X

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (CONTINUED)					
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
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

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
LF 602 - CAT D6R DOZER, S/N WRG860, Year 2007 (CONTINUED)					
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
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 Attachment 2)



AMENDMENT NO. 2
TO
STANISLAUS COUNTY INDEPENDENT CONTRACTOR SERVICES AGREEMENT
WITH
HOLT OF CALIFORNIA

This Amendment No. 2 to the Independent Contractor Services Agreement ("Amendment No. 2") by and between the County of Stanislaus ("County") and Holt of California ("Contractor") is made and entered into on June 13, 2018.

Whereas, the County and Contractor entered into an Agreement for Independent Contractor Services dated July 1, 2017, ("the Agreement"); and

Whereas, Paragraph 17 - Amendment of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, on November 20, 2017, the Director of Environmental Resources approved Amendment No. 1 to the Agreement, which added preventative maintenance services for a newly purchased 623K Cat Scraper; and

Whereas, the County has a need to add preventative maintenance services for a newly purchased 420F2 CAT Backhoe and a 299D2 CAT Skid Steer Mower; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

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

1. Exhibit C Fee Schedule is amended effective July 1, 2018, to include the following:

Equipment	Make/Model	Preventative Maintenance Service Type	Fixed Rate Per Service Year One FY 17/18	Fixed Rate Per Service Year Two FY 18/19	Fixed Rate Per Service Year Three FY 19/20
LF-18-12	CAT 420F2 Backhoe	PM-1 Every 250 Service Hours	N/A	\$582	\$600
		PM-2 Every 500 Service Hours, Plus PM-1	N/A	\$995	\$1,025
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	N/A	\$1,487	\$1,532
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	N/A	\$1,812	\$1,867
LF-18-34	CAT 299D2 Skid Steer Mower	PM-1 Every 250 Service Hours	N/A	\$577	\$594
		PM-2 Every 500 Service Hours, Plus PM-1	N/A	\$852	\$878
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	N/A	\$1,092	\$1,125
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	N/A	\$1,419	\$1,462

2. Attached to this Amendment is the revised Exhibit C – Attachment 1: Equipment List.

3. Exhibit C – Attachment 2: Maintenance Schedule is amended to include the following:

“7. LF-18-12: CAT 420F2 Backhoe, S/N HWC03336, Year 2018

COUNTY SHALL PERFORM THE FOLLOWING SERVICES:	CONTRACTOR SHALL PERFORM THE FOLLOWING SERVICES:
<p><u>Every 10 Service Hours or Daily</u></p> <ul style="list-style-type: none"> • Air Cleaner Dust Valve - Clean/Inspect • Backhoe Boom, Stick, Bucket, and Cylinder Bearings - Lubricate • Backup Alarm – Test • Braking System - Test • Cooling System Coolant Level - Check • Engine Oil Level - Check • Fuel System Water Separator - Drain • Hydraulic System Oil Level - Check • Loader Bucket, Cylinder, and Linkage Bearings - Lubricate • Quick Coupler - Clean • Quick Coupler - Lubricate • Seat Belt - Inspect • Stabilizer and Cylinder Bearings - Lubricate • Swing Frame and Cylinder Bearings - Lubricate • Tire Inflation - Check • Transmission Oil Level - Check • Work Tool - Inspect/Replace <p><u>Every 50 Service Hours</u></p> <ul style="list-style-type: none"> • Quick Coupler - Lubricate <p><u>Every 50 Service Hours or Weekly</u></p> <ul style="list-style-type: none"> • Cab Filter (Fresh Air) - Clean/Inspect/Replace • Cab Filter (Recirculation) - Clean/Inspect/Replace • Fuel Tank Water and Sediment - Drain • Parking Brake - Check/Adjust <p><u>When Required</u></p> <ul style="list-style-type: none"> • Battery or Battery Cable - Inspect/Replace • Bucket Cutting Edges - Inspect/Replace • Bucket Tips - Inspect/Replace • Cab Interior - Clean • Engine Air Filter Primary Element - Clean/Replace • Engine Air Filter Primary Element - Inspect • Engine Air Filter Secondary Element - Inspect/Replace • Diesel Exhaust Fluid - Fill • Engine Air Precleaner - Clean • Engine Compartment - Clean • Film (Product Identification) - Clean • Filter Screen (DEF) - Replace • Fuel System - Prime • Fuel Tank Strainer - Replace • Fuses - Replace • Hydraulic Coupling Quick Disconnect - Clean/Inspect • Oil Filter - Inspect • Radiator Core - Clean • Wheel Nut Torque - Check • Window Washer Reservoir - Fill • Window Wipers - Inspect/Replace • Windows - Clean 	<p><u>PM-1: 250 Hour Service</u></p> <ul style="list-style-type: none"> • Visual & Operational Inspection • Change Engine Oil & Filter • Change Secondary Fuel Filter • Scheduled Oil Sample – Engine • Check All Fluid Levels • Inspect Air Intake System • Inspect Fan & Belts • Lubricate Grease Fittings, as needed • Check Track Adjustment • Proper Disposal of Waste Fluids & Filters <p><u>PM-2: 500 Hour Service (plus PM-1)</u></p> <ul style="list-style-type: none"> • Change Transmission & Hydraulic Filters • Change Fuel Primary/Water Separator Filter • Clean Crankcase Breather • Clean Fuel Tank Cap & Fill Screen • Scheduled Oil Samples – All Components <p><u>PM-3: 1,000 Hour Service (plus PM-1, 2)</u></p> <ul style="list-style-type: none"> • Change Transmission Oil • Inspect Transmission Breather & Screen • Replace Inner / Outer Air Cleaner • Excavators- Change Swing Drive & Final Oil • Vibratory Compactors- Change Hydraulic oil • Backhoes – Change Differential & Final Drive Oil • Additional Charge – A/C Filters if required <p><u>PM-4: 2,000 Hour Service (plus PM-1, 2, 3)</u></p> <ul style="list-style-type: none"> • Change Differential & Final Drive Oil & Filters • Change Hydraulic Tank Oil • Change Tandem Oil • Change Circle Drive Oil • Motor Graders- Change Wheel Bearing Oil • Additional Charge – A/C Filters if required

8. LF-18-34: CAT 299D2 Skid Steer Mower, S/N FD203115, Year 2018

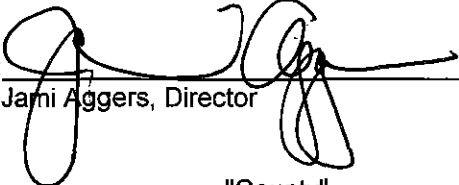
<p>COUNTY SHALL PERFORM THE FOLLOWING SERVICES:</p>	<p>CONTRACTOR SHALL PERFORM THE FOLLOWING SERVICES:</p>
<p><u>Every 10 Service Hours or Daily</u></p> <ul style="list-style-type: none"> • Air Cleaner Dust Valve - Clean/Inspect • Axle Bearings - Lubricate • Backup Alarm - Test • Bogie and Idler - Inspect/Replace • Cooling System Level - Check • Engine Compartment - Inspect/Clean • Engine Oil Level - Check • Equipment Lowering Control Valve - Check • Fuel System Primary Filter (Water Separator) - Drain • Hydraulic System Oil Level - Check • Lift Arm and Cylinder Linkage - Lubricate • Quick Coupler - Clean/Inspect • Seat Belt - Inspect • Sprocket Retaining Nuts - Check • Tilt Cylinder Bearings and Bucket Linkage Bearings - Lubricate • Tire Inflation - Check • Track (Rubber) - Inspect/Adjust • Track - Inspect/Adjust • Track Roller and Idler - Inspect/Replace • Wheel Nuts - Tighten • Work Tool - Lubricate • Work Tool Mounting Bracket - Inspect <p><u>Every 50 Service Hours or Weekly</u></p> <ul style="list-style-type: none"> • Track Pins - Inspect <p><u>When Required</u></p> <ul style="list-style-type: none"> • Air Conditioner Condenser - Clean • Battery or Battery Cable - Inspect/Replace • Blade Frame - Adjust • Bucket Cutting Edges - Inspect/Replace • Bucket Tips - Inspect/Replace • Cab Air Filter - Clean/Replace • Cab Interior - Clean • Diesel Exhaust Fluid - Fill • Drive Line Wear Sleeve - Inspect/Replace • Engine Air Filter Primary Element - Clean/Replace • Engine Air Filter Secondary Element - Replace Fuel System Priming Pump - Operate • Fuel Tank Cap - Clean • Fuel Tank Water and Sediment - Drain • Fuses – Replace • Headlights - Adjust • Lower Machine Frame - Clean • Oil Filter - Inspect • Radiator Core - Clean • Sprocket - Inspect • Track (Rubber) - Remove/Replace • Track - Remove/Replace • Window Washer Reservoir - Fill • Window Wiper - Inspect/Replace • Windows - Clean • Work Tool Guard and Reflector - Inspect/Replace 	<p><u>PM-1: 250 Hour Service</u></p> <ul style="list-style-type: none"> • Visual & Operational Inspection • Change Engine Oil & Filter • Change Secondary Fuel Filter • Scheduled Oil Sample – Engine • Check All Fluid Levels • Inspect Air Intake System • Inspect Fan & Belts • Lubricate Grease Fittings, as needed • Check Track Adjustment • Proper Disposal of Waste Fluids & Filters <p><u>PM-2: 500 Hour Service (plus PM-1)</u></p> <ul style="list-style-type: none"> • Change Transmission & Hydraulic Filters • Change Fuel Primary/Water Separator Filter • Clean Crankcase Breather • Clean Fuel Tank Cap & Fill Screen • Scheduled Oil Samples – All Components <p><u>PM-3: 1,000 Hour Service (plus PM-1, 2)</u></p> <ul style="list-style-type: none"> • Change Transmission Oil • Inspect Transmission Breather & Screen • Replace Inner / Outer Air Cleaner • Excavators- Change Swing Drive & Final Oil • Vibratory Compactors- Change Hydraulic oil • Backhoes – Change Differential & Final Drive Oil • Additional Charge – A/C Filters if required <p><u>PM-4: 2,000 Hour Service (plus PM-1, 2, 3)</u></p> <ul style="list-style-type: none"> • Change Differential & Final Drive Oil & Filters • Change Hydraulic Tank Oil • Change Tandem Oil • Change Circle Drive Oil • Motor Graders- Change Wheel Bearing Oil • Additional Charge – A/C Filters if required

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

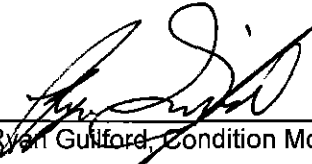
In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS
Department of Environmental Resources

HOLT OF CALIFORNIA


By: 

Jami Aggers, Director
"County"

By: 

Ryan Guilford, Condition Monitoring Supervisor
"Contractor"

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

Amanda Dehart, Deputy County Counsel

REVISED ATTACHMENT 1

DEPARTMENT OF ENVIRONMENTAL RESOURCES-- LANDFILL HEAVY EQUIPMENT LIST

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

County staff performs preventative and remedial maintenance on Equipment #'s LF-511, LF-518, LF-524, and LF-520, which are listed below. However, on occasion, County staff are unable to perform services or repairs on these pieces of equipment and may request the Contractor to perform services or repairs on the equipment. When the County requests the Contractor to perform services or repairs on this equipment, the services or repairs shall be performed on a time and materials basis, in accordance with the hourly billable rate listed in the fee schedule and all other terms and conditions of this Agreement.

Equipment Number	Year	Make	Model #	Machine Serial #	Description & Accessories	Engine Model #	Engine Serial #	Engine Make	Engine Family #	Horse Power	Engine Liters	ARB EIN #
LF-511	1988	CAT	140G	72V10360	Road Grader	3306B	08Z38078	CAT	N/A	150	10.5	DG9H38
LF-518	2005	JOHN DEERE	6420	L06420H453688	Tractor (mower)	4045HL271	CD4045G000399	JOHN DEERE POWER SYSTEMS	5JDXL06.8084	113	N/A	FE8U67
LF-524	2003	CASE	STX450	JEE0100734	Cover Garbage	QSX15-A450	14032988	CUMMINS	2CEXL015.AAA	450	15	VA9X94
LF-520	2006	Tarpomatic	40'	060840186C	Tarp deployer to cover refuse	CAT 3003	3ZG01836	CAT	N/A	23.5	3	N/A
LF-525	2007	CAT	D8T	KPZ01429	Dozer D8T	C15	LHX08283	CAT	6CPXL15.2SLK	347	15.2	JJ6G58
LF-512	2000	CAT	D8R	7XM04915	Dozer D8R	3406C	41Z18188	CAT	YCPXL14.6MRJ	328	14.6	JM4U38
LF-527	2009	CAT	836H	BXD00799	Compactor	C18	RHX08540	CAT	9CPXL18.1ESK	575	18.1	CM6T36
LF-526	2001	CAT	CS563CP	9MW00911	Enclosed Cab Roller	3116	98Z37523	CAT	1CPXL06.6MRA	145	6.6	WE3W73
LF-602	2007	CAT	D6R	WRG00860	Dozer D6R Ash	C9	THX08029	CAT	7CPXL08.8ESK	200	8.8	TH3P67
LF-17-101	2017	CAT	623K	WTB00245	Scraper	C13	T4F8941	CAT	HCPXL12.5	408	13	AK4C83
LF-18-12	2018	CAT	420F2	HWC03336	Backhoe	C4.4 ACERT	W7N38299	CAT	JPKXLO4.4	94	4.4	YK6E97
LF-18-34	2018	CAT	299D2	FD203115	Skid Steer Mower	C3.8	2HQ2458	Kubota Corporation	HKBXLO3.8	94.7	3.8	AU5G44

(End of Attachment 1)



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

AMENDMENT NO. 1

TO

**STANISLAUS COUNTY INDEPENDENT CONTRACTOR SERVICES AGREEMENT
 WITH
 HOLT OF CALIFORNIA**

This Amendment No. 1 to the Independent Contractor Services Agreement ("Amendment No. 1") by and between the County of Stanislaus ("County") and Holt of California ("Contractor") is made and entered into on November 20, 2017.

Whereas, the County and Contractor entered into an Agreement for Independent Contractor Services dated July 1, 2017, ("the Agreement"); and

Whereas, Paragraph 17 - Amendment of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, the County has a need to add preventative maintenance services for a newly purchased 623K Cat Scraper to the Agreement; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

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

1. Exhibit C Fee Schedule is amended to include the following:

Equipment	Make/Model	Preventative Maintenance Service Type	Fixed Rate Per Service Year One	Fixed Rate Per Service Year Two	Fixed Rate Per Service Year Three
LF 17-101	CAT 623K Scraper	PM-1 Every 250 Service Hours	\$656	\$656	\$669
		PM-2 Every 500 Service Hours, Plus PM-1	\$1,451	\$1,451	\$1,480
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	\$1,840	\$1,840	\$1,877
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	\$3,300	\$3,300	\$3,366

2. Attached to this Amendment is the revised Exhibit C – Attachment 1: Equipment List; and
3. Exhibit C – Attachment 2: Maintenance Schedule is amended to include the following:

"6. LF 17-101 - CAT 623K Scraper, S/N WTB00245, Year 2017

Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
1	When Required	Air Conditioner	Test	X	

LF 17-101 – CAT 623K Scraper (Continued)					
Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
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	
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 Coolant Level	Check	X	
19	Every 10 Service Hours or Daily	Cutting Edges and Ground Engaging Attachments	Inspect / Replace	X	
20	Every 10 Service Hours or Daily	Engine Air Filter Service Indicator	Inspect	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	Brake Cooling Oil Leve	Check	X	

LF 17-101 – CAT 623K Scraper (Continued)					
Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
25	Every 10 Service Hours or Daily	Brakes, Indicators and Gauges	Test	X	
26	Every 10 Service Hours or Daily	Differential and Final Drive Oil Level	Check	X	
27	Every 10 Service Hours or Daily	Fuel System Water Separator	Drain	X	
28	Every 10 Service Hours or Daily	Hydraulic Oil Cooler	Clean	X	
29	Every 10 Service Hours or Daily	Seat Belt	Inspect	X	
30	Every 10 Service Hours or Daily	Secondary Steering	Test	X	
31	Every 10 Service Hours or Daily	Walk – Around Inspection		X	
32	Every 10 Service Hours or Daily	Windows	Clean	X	
33	Every 10 Service Hours or Weekly	Cameras	Check/Clean	X	
34	Every 50 Service Hours or Weekly	Cab Air Filter	Clean / Replace	X	
35	Every 50 Service Hours or Weekly	Fuel System Primary Filter (Water Separator)	Check / Drain	X	
36	Every 50 Service Hours or Weekly	Fuel Tank Water and Sediment	Drain	X	
37	Every 50 Service Hours or Weekly	Bowl Lift Cylinder Bearings	Lubricate	X	

LF 17-101 – CAT 623K Scraper (Continued)					
Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
38	Every 50 Service Hours or Weekly	Hitch	Lubricate	X	
39	Every 50 Service Hours or Weekly	Tire Inflation	Check	X	
40	Every 100 Service Hours or 2 Weeks	Axle Oscillation Bearings	Lubricate	X	
41	Every 100 Service Hours or 2 Weeks	Steering Cylinder Bearings	Lubricate	X	
42	Every 250 Service Hours or Monthly	Battery	Clean		X
43	Every 250 Service Hours or Monthly	Belts	Inspect / Adjust		X
44	Every 250 Service Hours or Monthly	Brake Accumulator	Check		X
45	Every 250 Service Hours or Monthly	Braking System	Test		X
46	Every 250 Service Hours or Monthly	Differential and Final Drive Oil Level	Check		X
47	Every 250 Service Hours or Monthly	Engine Air Filter Service Indicator	Inspect (additional charge as needed)		X
48	Every 250 Service Hours or Monthly	Engine Oil (High Speed) and Oil Filter	Change		X
49	Every 250 Service Hours or Monthly	Engine Oil and Filter	Change		X
50	Initial 500 Service Hours	Elevator Speed Reducer Oil	Change		X
51	Every 500 Service Hours or 2 Months	Engine Oil (High Speed) and Oil Filter	Change		X

LF 17-101 – CAT 623K Scraper (Continued)					
Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
52	Every 500 Service Hours or 2 Months	Engine Oil and Filter	Change		X
53	Every 500 Service Hours or 3 Months	Axle Oil Cooler Filter	Replace		X
54	Every 500 Service Hours or 3 Months	Fuel System Primary Filter (Water Separator) Element	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 and Strainer	Clean		X
57	Every 500 Service Hours or 3 Months	Hydraulic System Oil Filter	Replace		X
58	Every 500 Service Hours or 3 Months	Transmission Oil Filter	Replace		X
59	Every 1,000 Service Hours or 6 Months	Articulation Bearings	Lubricate		X
60	Every 1,000 Service Hours or 6 Months	Battery Hold Down	Tighten		X
61	Every 1,000 Service Hours or 6 Months	Case Drain Oil Filters	Replace		X
62	Every 1,000 Service Hours or 6 Months	Drive Shaft Support Bearing	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 Oil	Change		X
65	Every 2,000 Service Hours or 1 Year	Differential Thrust Pin Clearance	Check		X

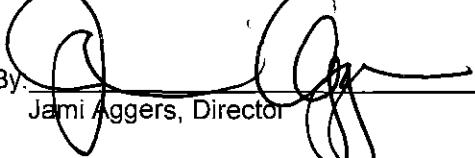
LF 17-101 – CAT 623K Scraper (Continued)					
Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
66	Every 2,000 Service Hours or 1 Year	Differential and Final Drive Oil	Change		X
67	Every 2,000 Service Hours or 1 Year	Engine Crankcase Breather	Clean		X
68	Every 2,000 Service Hours or 1 Year	Engine Valve Rotators	Inspect		X
69	Every 2,000 Service Hours or 1 Year	Hydraulic System Oil	Change		X
70	Every 2,000 Service Hours or 1 Year	Hydraulic Tank Breaker Relief Valve	Clean		X
71	Every 2,000 Service Hours	In-Line Refrigerant Dryer	Additional charge as needed		X
72	Every 2,500 Service Hours	Electronic Unit Injector	Inspect/Adjust		X
73	Every 2,500 Service Hours	Engine Valve Lash	Check		X
74	Every 2,500 Service Hours	Engine Compression Brake Valve Lash	Check		X
75	Every 3,000 Service Hours or 2 Years	Cooling System Coolant Extender (ELC)	Add		X
76	Every 3,000 Service Hours or 2 Years	Cooling System Pressure Cap	Clean/Replace		X
77	Every 3,000 Service Hours or 2 Years	Crankshaft Vibration Damper	Inspect		X
78	Every 3,000 Service Hours or 2 Years	Engine Mounts	Inspect		X
79	Every 4,000 Service Hours or 2 Years	Hydraulic System Oil	Change		X
80	Every 5,000 Service Hours or 3 Years	Alternator	Inspect		X
81	Every 5,000 Service Hours or 3 Years	Seat Belt	Additional charge as needed		X
82	Every 5,000 Service Hours or 3 Years	Starting Motor	Inspect		X

LF 17-101 – CAT 623K Scraper (Continued)					
Item No.	Frequency of Maintenance	Item	Service Description	County Performs	Contractor Performs
83	Every 5,000 Service Hours or 3 Years	Turbocharger	Inspect		X
84	Every 5,000 Service Hours or 3 Years	ARD Spark Plug	Clean		X
85	Every 5,000 Service Hours or 3 Years	Diesel Exhaust Fluid Filter	Replace		X
86	Every 5,000 Service Hours or 3 Years	Diesel Exhaust Fluid Injector	Replace		X
87	Every 5,000 Service Hours or 3 Years	Diesel Particulate Filter	Clean		X
88	Every 6,000 Service Hours or 6 Years	Cooling System Coolant (ELC)	Additional charge as needed		X
89	Every 6,000 Service Hours or 6 Years	Cooling System Water Temperature Regulator	Additional charge as needed		X
90	Every 6,000 Service Hours or 6 Years	Engine Water Pump	Inspect		X
91	Every 10,000 Service Hours	DEF Manifold Filters	Replace		X

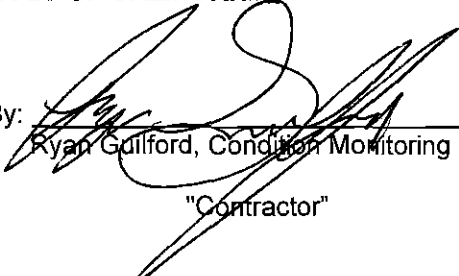
4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

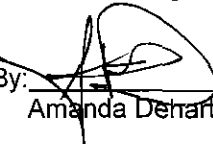
COUNTY OF STANISLAUS
 Department of Environmental Resources

By: 
 Jami Aggers, Director
 "County"

HOLT OF CALIFORNIA

By: 
 Ryan Gullford, Condition Monitoring Supervisor
 "Contractor"

APPROVED AS TO FORM:
 John P. Doering, County Counsel

By: 
 Amanda DeHart, Deputy County Counsel

REVISED ATTACHMENT 1

DEPARTMENT OF ENVIRONMENTAL RESOURCES- LANDFILL HEAVY EQUIPMENT LIST

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

County performs preventative and remedial maintenance on LF-510, LF-511, LF-518, LF-524, and LF-520 listed below. However, on occasion, County personnel are unable to perform repairs on LF-510, LF-511, LF-518, LF-524, and LF-520, and may request Contractor to perform service on the equipment. When County requests Contractor to perform service on LF-510, LF-511, LF-518, LF-524, and LF-520, the service shall be performed on a time and materials basis, in accordance with the hourly billable rate listed in the fee schedule and all other 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-518	2005	JOHN DEERE	6420	L06420H453 688	Tractor (mower)	4045HL 271	CD4045G0003 99	JOHN DEERE POWER SYSTEMS	5JDXL06. 8084	113	N/A	FE8U67
LF-524	2003	CASE Tractor	STX450	JEE0100734	Cover Garbage	QSX15-A450	14032988	CUMMINS	2CEXL01 5.AAA	450	15	VA9X94
LF-520	2006	Tarpomatic	Fink Road	060840186 C	Tarp deployer to cover refuse	CAT 3003	3ZG01836	CAT	N/A	23.5	3	N/A
LF-525	2007	CAT Dozer	D8T	KPZ01429	Dozer D8T	C15	LHX08283	CAT	6CPXL 15.2SLK	347	15.2	JJ6G58
LF-512	2000	CAT Dozer	D8R	7XM04915	Dozer D8R	3406C	41Z18188	CAT	YCPXL14. 6MRJ	328	14.6	JM4U38
LF-527	2009	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	WRG00860	Dozer D6R Ash	C9	THX08029	CAT	7CPXL08. 8ESK	200	8.8	TH3P67
LF-17-101	2017	CAT Scraper	623K	WTB00245	Earth mover	C13	T4F8941	CAT	N/A	378	13	AK4C83

(End of Attachment 1)



AMENDMENT NO. 3
TO
STANISLAUS COUNTY INDEPENDENT CONTRACTOR SERVICES AGREEMENT
WITH
HOLT OF CALIFORNIA

This Amendment No. 3 to the Independent Contractor Services Agreement ("Amendment No. 2") by and between the County of Stanislaus ("County") and Holt of California ("Contractor") is made and entered into on April 29th, 2019.

Whereas, the County and Contractor entered into an Agreement for Independent Contractor Services dated July 1, 2017, ("the Agreement"); and

Whereas, Paragraph 17 - Amendment of the Agreement provides that the Agreement may be amended in writing by mutual consent of both parties; and

Whereas, Amendments No. 1 and No. 2 to the Agreement added preventative maintenance services for a newly purchased 623K Cat Scraper, 420F2 CAT Backhoe, and a 299D2 CAT Skid Steer Mower; and

Whereas, the County has a need to add preventative maintenance services for a newly purchased CAT D9T Dozer; and

Whereas, the County has a need to increase this Agreement by \$90,000, in order to assist with paying for additional services; and

Whereas, this amendment is for the mutual benefit of County and Contractor;

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

1. Exhibit A Scope of Work, Item C "Compensation" is hereby amended to read as follows:

"The parties hereto acknowledge the maximum amount to be paid by the County for services provided under the term of this Agreement shall not exceed **Nine Hundred Ninety Thousand Dollars (\$990,000.00)**, 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 work under this Agreement."

2. Exhibit C Fee Schedule is amended effective upon the signing of this Amendment, to include the following:

Equipment	Make/Model	Preventative Maintenance Service Type	Fixed Rate Per Service Year One FY 17/18	Fixed Rate Per Service Year Two FY 18/19	Fixed Rate Per Service Year Three FY 19/20
LF-19-31	CAT D9T Dozer	PM-1 Every 250 Service Hours	N/A	\$880.24	\$880.24
		PM-2 Every 500 Service Hours, Plus PM-1	N/A	\$1,519.05	\$1,519.05
		PM-3 Every 1,000 Service Hours, Plus PM-1,2	N/A	\$2,635.17	\$2,635.17
		PM-4 Every 2,000 Service Hours, Plus PM-1, 2, 3	N/A	\$3,461.01	\$3,461.01

		PM-5 Every 5,000 Service Hours, Plus PM-1, 2, 3	N/A	\$2,635.17	\$2,635.17
		PM-6 Every 6,000 Service Hours, Plus PM-1, 2, 3, 4	N/A	\$3,494.22	\$3,494.32

3. Attached to this Amendment is the revised Exhibit C – Attachment 1: Equipment List.

4. Exhibit C – Attachment 2: Maintenance Schedule is amended to include the following:

“7. LF-19-31: CAT D9T Dozer, Year 2019”

COUNTY SHALL PERFORM THE FOLLOWING SERVICES:	CONTRACTOR SHALL PERFORM THE FOLLOWING SERVICES:
<p><u>Every 10 Service Hours or Daily</u></p> <ul style="list-style-type: none"> • Air Cleaner Dust Valve - Clean/Inspect • Backhoe Boom, Stick, Bucket, and Cylinder Bearings - Lubricate • Backup Alarm – Test • Braking System - Test • Cooling System Coolant Level - Check • Engine Oil Level - Check • Fuel System Water Separator - Drain • Hydraulic System Oil Level - Check • Loader Bucket, Cylinder, and Linkage Bearings - Lubricate • Quick Coupler - Clean • Quick Coupler - Lubricate • Seat Belt - Inspect • Stabilizer and Cylinder Bearings - Lubricate • Swing Frame and Cylinder Bearings - Lubricate • Tire Inflation - Check • Transmission Oil Level - Check • Work Tool - Inspect/Replace <p><u>Every 50 Service Hours</u></p> <ul style="list-style-type: none"> • Quick Coupler - Lubricate <p><u>Every 50 Service Hours or Weekly</u></p> <ul style="list-style-type: none"> • Cab Filter (Fresh Air) - Clean/Inspect/Replace • Cab Filter (Recirculation) - Clean/Inspect/Replace • Fuel Tank Water and Sediment - Drain • Parking Brake - Check/Adjust <p><u>When Required</u></p> <ul style="list-style-type: none"> • Battery or Battery Cable - Inspect/Replace • Bucket Cutting Edges - Inspect/Replace • Bucket Tips - Inspect/Replace • Cab Interior - Clean • Engine Air Filter Primary Element - Clean/Replace • Engine Air Filter Primary Element - Inspect • Engine Air Filter Secondary Element - Inspect/Replace • Diesel Exhaust Fluid - Fill • Engine Air Precleaner - Clean • Engine Compartment - Clean • Film (Product Identification) - Clean • Filter Screen (DEF) - Replace • Fuel System - Prime • Fuel Tank Strainer - Replace • Fuses - Replace • Hydraulic Coupling Quick Disconnect - Clean/Inspect 	<p><u>PM-1: 250 Hour Service</u></p> <ul style="list-style-type: none"> • Visual & Operational Inspection • Change Engine Oil & Filter • Change Secondary Fuel Filter • Scheduled Oil Sample – Engine • Check All Fluid Levels • Inspect Air Intake System • Add Coolant Conditioner, if needed • Inspect Fan & Belts • Lubricate Grease Fittings, as needed • Check Track Adjustment • Proper Disposal of Waste Fluids & Filters • Additional Charge – As needed Air Filters, Cab Filters <p><u>PM-2: 500 Hour Service (plus PM-1)</u></p> <ul style="list-style-type: none"> • Change Transmission & Hydraulic Filters • Change Fuel Primary/Water Separator Filter • Large Particle Test of Transmission & Hydraulic System • Clean Crankcase Breather • Clean Fuel Tank Cap & Fill Screen • Scheduled Oil Samples – All Components • Additional Charge – Power Steer Filter • Additional Charge – As needed Air Filters, Cab Filters <p><u>PM-3: 1,000 Hour Service (plus PM-1, 2)</u></p> <ul style="list-style-type: none"> • Change Transmission Oil • Inspect Transmission Breather & Screen • Replace As Needed Inner / Outer Air Cleaner – Additional Charge • Excavators- Change Swing Drive & Final Oil • Vibratory Compactors- Change Hydraulic oil • Backhoes – Change Differential & Final Drive Oil • Additional Charge – A/C Filters if required • Additional Charge – Power Steer Filter • Additional Charge – As needed Air Filters, Cab Filters <p><u>PM-4: 2,000 Hour Service (plus PM-1, 2, 3)</u></p> <ul style="list-style-type: none"> • Change Differential & Final Drive Oil & Filters • Change Hydraulic Tank Oil • Change Tandem Oil • Change Circle Drive Oil • Motor Graders- Change Wheel Bearing Oil • Additional Charge – A/C Filters if required • Additional Charge – Change Engine Coolant, if required • Additional Charge – Power Steer Filter • Additional Charge – As needed Air Filters, Cab Filters

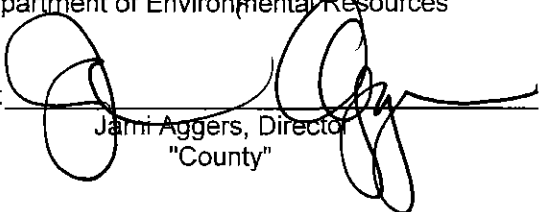
<ul style="list-style-type: none"> • Oil Filter - Inspect • Radiator Core - Clean • Wheel Nut Torque - Check • Window Washer Reservoir - Fill • Window Wipers - Inspect/Replace • Windows - Clean 	
	<p><u>PM-5: 5,000 Hour Service (plus PM-1, 2, 3)</u></p> <ul style="list-style-type: none"> • Change Transmission Oil • Inspect Transmission Breather & Screen • Additional Charge - Replace (as needed) Inner/Outer Air Cleaner • Backhoes – Change Differential & Final Oil • Excavators – Change Swing Drive & Final Oil • Motor Graders- Change Wheel Bearing Oil • Vibratory Compactors – Change • Additional Charge – A/C Filters if required • Additional Charge – Change Engine Coolant, if required • Additional Charge – Power Steer Filter • Additional Charge – As needed Air Filters, Cab Filters • PM-5 Field Service only. Change DEF Spark Plug, DEF Fluid Filter, DEF Injector. Clean/Replace DPF Filter. Quote as needed before performing this service and obtain County approval.
	<p><u>PM-6: 6,000 Hour Service (plus PM-1, 2, 3, 4)</u></p> <ul style="list-style-type: none"> • Change Differential & Final Drive Oil & Filters • Change Hydraulic Tank Oil • Change Tandem Oil (as needed) • Change Circle Drive Oil (as needed) • Motor Graders – Change Wheel Bearing Oil • Add Coolant Conditioner Extender • Additional Charge – Power Steer Filter • Additional Charge – As needed Air Filters, Cab Filters


5. 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.

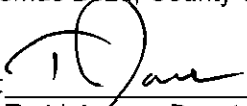
COUNTY OF STANISLAUS
Department of Environmental Resources

HOLT OF CALIFORNIA

By: 
Jami Aggers, Director
"County"

By: 
David Landreth, EMD Product Support Sales
"Contractor"

APPROVED AS TO FORM:
Thomas Boze, County Counsel

By: 
Todd James, Deputy County Counsel

REVISED ATTACHMENT 1

DEPARTMENT OF ENVIRONMENTAL RESOURCES- LANDFILL HEAVY EQUIPMENT LIST

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

County staff performs preventative and remedial maintenance on Equipment #'s LF-511, LF-518, LF-524, LF-520, and LF-18-103, which are listed below. However, on occasion, County staff are unable to perform services or repairs on these pieces of equipment and may request the Contractor to perform services or repairs on the equipment. When the County requests the Contractor to perform services or repairs on this equipment, the services or repairs shall be performed on a time and materials basis, in accordance with the hourly billable rate listed in the fee schedule and all other terms and conditions of this Agreement.

Equipment Number	Year	Make	Model #	Machine Serial #	Description & Accessories	Engine Model #	Engine Serial #	Engine Make	Engine Family #	Horse Power	Engine Liters	ARB EIN #
LF-511	1988	CAT	140G	72V10360	Road Grader	3306B	08Z38078	CAT	N/A	150	10.5	DG9H38
LF-518	2005	JOHN DEERE	6420	L06420H453688	Tractor (mower)	4045HL271	CD4045G000399	JOHN DEERE POWER SYSTEMS	5JDXL06.8084	113	N/A	FE8U67
LF-524	2003	CASE	STX450	JEE0100734	Cover Garbage	QSX15-A450	14032988	CUMMINS	2CEXL015.AAA	450	15	VA9X94
LF-520	2006	Tarpomatic	40'	060840186C	Tarp deployer to cover refuse	CAT 3003	3ZG01836	CAT	N/A	23.5	3	N/A
LF-18-103	2018	Tarpomatic	40'	180640360C2	Tarp deployer to cover refuse	CAT C1.1	G8N21178	CAT	CH3XL1.13MSL	26.5	1.131	N/A
LF-525	2007	CAT	D8T	KPZ01429	Dozer D8T	C15	LHX08283	CAT	6CPXL15.2SLK	347	15.2	JJ6G58
LF-512	2000	CAT	D8R	7XM04915	Dozer D8R	3406C	41Z18188	CAT	YCPXL14.6MRJ	328	14.6	JM4U38
LF-527	2009	CAT	836H	BXD00799	Compactor	C18	RHX08540	CAT	9CPXL18.1ESK	575	18.1	CM6T36
LF-526	2001	CAT	CS563CP	9MW00911	Enclosed Cab Roller	3116	98Z37523	CAT	1CPXL06.6MRA	145	6.6	WE3W73
LF-602	2007	CAT	D6R	WRG00860	Dozer D6R Ash	C9	THX08029	CAT	7CPXL08.8ESK	200	8.8	TH3P67
LF-17-101	2017	CAT	623K	WTB00245	Scraper	C13	T4F8941	CAT	HCPXL12.5	408	13	AK4C83
LF-18-12	2018	CAT	420F2	HWC03336	Backhoe	C4.4 ACERT	W7N38299	CAT	JPKXLO4.4	94	4.4	YK6E97
LF-18-34	2018	CAT	299D2	FD203115	Skid Steer Mower	C3.8	2HQ2458	Kubota Corporation	HKBXLO3.8	94.7	3.8	AU5G44
LF-19-31	2019	CAT	D9T-T4	REX00613	Dozer	C18	RDP06762	CAT	JCPXL18.1HTF	436	18.1	UU9K34

(END OF ATTACHMENT 1)