June 29, 2017

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF AMENDMENT NO. 2 TO INCREASE THE TOTAL COMPENSATION AND TO EXTEND THE TERM OF VRSD CONTRACT NO. 16-021 WITH CENTRAL COAST TRANSPORT, INC., FOR BIOSOLIDS HAULING SERVICES FROM WASTEWATER TREATMENT PLANTS TO THE TOLAND ROAD LANDFILL

RECOMMENDATION

Approve, and authorize the Board Chair to sign, Amendment No. 2 to VRSD Contract No. 16-021 with Central Coast Transport, Inc. to increase the total compensation by $325,000 and extend the term by one year through June 30, 2018.

FISCAL IMPACT

The proposed expenditure for this contract is included in the adopted FY2018 District budget under account 25-301-300300-52105.

BACKGROUND/ANALYSIS

The District contracts for hauling services to transport biosolids from four Ventura County cities (Fillmore, Oxnard, Santa Paula, and Ventura) to the Toland Road Landfill for disposal. The existing contract, No. 16-021 (Attachment No. 1) was awarded by the Board on October 20, 2016 following a competitive public bid for these services. This bid process resulted in an overall reduction in costs of 1.5% on an annual basis, and Contract No. 16-021 allows for up to four annual extensions.

The table below shows the biosolids hauling prices from the current contract:

City	Estimated Annual Loads	Contract Prices for Contract No. 16-021 ($/load)
Fillmore	72	120
Oxnard	1200	235
Santa Paula	72	120
Ventura	450	222

Central Coast has been the District's biosolids hauler since 2008. Over the years, District staff has become familiar with this company's performance and continues to be satisfied with their work product.

This letter and the associated contract have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me at (805) 658-4679 or via email at mattbaumgardner@vrsd.com.

FOR MATT BAUMGARDNER, INTERIM DIRECTOR OF OPERATIONS

APPROVED FOR FUNDS AVAILABLE: Vickie Dragan
Vickie Dragan, Director of Finance

APPROVED FOR JUNE 29, 2017 AGENDA:
Chris Theisen, General Manager

Attachment: Amendment No. 2 to VRSD Contract No. 16-021

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 16-021-2

AMENDMENT NO. 2 TO CONTRACT NO. 16-021 AGREEMENT FOR TRUCKING/HAULING OF BIOSOLIDS FROM VENTURA COUNTY WASTEWATER TREATMENT PLANTS TO THE TOLAND ROAD LANDFILL BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CENTRAL COAST TRANSPORT, INC.

THIS AMENDMENT is made and entered into this 29th day of June 2017 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and CENTRAL COAST TRANSPORT, INC. a California corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On October 20, 2016, subsequent to a formal bidding process in accordance with DISTRICT Purchasing Resolution No. 89-13, DISTRICT and CONTRACTOR entered into VRSD Contract No. 16-021 ("Agreement"), wherein CONTRACTOR agreed to provide trucking/hauling of biosolids from wastewater treatment plants in Fillmore, Oxnard, Santa Paula, and Ventura to DISTRICT's Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060.

B. On December 1, 2016, DISTRICT and CONTRACTOR amended the Agreement to add a fuel surcharge provision to compensate DISTRICT and CONTRACTOR for potential decreases or increases, respectively, in the price of diesel fuel used by CONTRACTOR in the performance of its services (Amendment 16-021-1).

C. DISTRICT and CONTRACTOR hereby acknowledge and agree that additional time and compensation are necessary to continue the services specified in the Agreement, and that this can be accomplished by amending the Agreement accordingly.

AMENDMENT

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 18: MODIFICATION of the Agreement governing the amendment of the Agreement, as follows:

1. The following language shall replace the original provisions of Article 2: TERM OF CONTRACT:

"Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to ensure completion on a timely basis. Unless otherwise extended in writing by both Parties, this Agreement shall automatically terminate on June 30, 2018. This Agreement may be extended for a maximum of four additional years by mutual written consent of the Parties."

2. The total compensation of this Agreement as stated in Article 5.B. PAYMENT TO CONTRACTOR shall be increased by $325,000 from $300,000 to $625,000 and shall not exceed $625,000 without written amendment in accordance with Article 18 of the Agreement.

3. The following language shall replace the original provisions of Article 10 of "Exhibit 1: Contract Operating Specifications:"

"ARTICLE 10: FITNESS OF CONTRACTOR'S EMPLOYEES; REPLACEMENT OF UNFIT CONTRACTOR EMPLOYEES.

The CONTRACTOR shall not employ any unfit person or anyone unskilled in the work assigned to them. The DISTRICT has the right to refuse the services of any person employed by CONTRACTOR if DISTRICT determines the person supplied by CONTRACTOR is unfit to perform the work assigned to them. The DISTRICT shall notify CONTRACTOR immediately via telephone and CONTRACTOR shall replace the unfit person at its earliest convenience but no later than six (6) hours following DISTRICT giving notice."

4. **Integrated Contract**. A copy of the Agreement, as amended, is attached to this Amendment as Exhibit "A" and incorporated herein by this reference. The Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

VENTURA REGIONAL
SANITATION DISTRICT

By_____
WILLIAM WEIRICK
Chairman of the Board

ATTEST

By_____
LISA McKINLEY
Acting Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By_____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By_____
CHRIS THEISEN
General Manager

CENTRAL COAST TRANSPORT, INC.

By_____
JOHN CLIFT
President

EXHIBIT A

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 16-021-1

AMENDMENT NO. 1 TO CONTRACT NO. 16-021
AGREEMENT FOR TRUCKING/HAULING OF BIOSOLIDS
FROM VENTURA COUNTY WASTEWATER TREATMENT PLANTS
TO THE TOLAND ROAD LANDFILL
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CENTRAL COAST TRANSPORT, INC.

THIS AMENDMENT is made and entered into this 1st day of December 2016 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and CENTRAL COAST TRANSPORT, INC. a California corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On October 20, 2016, subsequent to a formal bidding process in accordance with DISTRICT Purchasing Resolution No. 89-13, DISTRICT and CONTRACTOR entered into VRSD Contract No. 16-021 ("Agreement"), wherein CONTRACTOR agreed to provide trucking/hauling of biosolids from wastewater treatment plants in Fillmore, Oxnard, Santa Paula, and Ventura to DISTRICT's Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060.

B. DISTRICT and CONTRACTOR hereby acknowledge and agree that a fuel surcharge provision is a necessary component of the Agreement in order to compensate DISTRICT and CONTRACTOR for potential decreases or increases, respectively, in the price of diesel fuel used by CONTRACTOR in the performance of its services.

C. DISTRICT and CONTRACTOR further acknowledge and agree that addition of a fuel surcharge provision can be accomplished by amending the Agreement (Contract 16-021) accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 16-021, a copy of which is attached as Exhibit "III" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree that a fuel surcharge provision shall be added to the Agreement by means of the terms and conditions set forth in Exhibit "IV" (Fuel Surcharge Table), attached hereto and incorporated herein by reference, and that the terms and conditions of Exhibit IV shall take effect as of the date of this Amendment.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

VENTURA REGIONAL
SANITATION DISTRICT

By _____
BERT PERELLO,
Chairman of the Board

CENTRAL COAST TRANSPORT, INC.

By _____
JOHN CLIFT,
President

ATTEST

By _____
MICHELLE ASCENCION, CMC
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT IV – FUEL SURCHARGE TABLE

FUEL PRICE PER GALLON ($)[1] (Range from low to high)			SURCHARGE PERCENTAGE [2&3]
1.615	–	1.690	-7.50%
1.691	–	1.766	-7.00%
1.767	–	1.842	-6.50%
1.843	–	1.918	-6.00%
1.919	–	1.994	-5.50%
1.995	–	2.070	-5.00%
2.071	–	2.146	-4.50%
2.147	–	2.222	-4.00%
2.223	–	2.298	-3.50%
2.299	–	2.374	-3.00%
2.375	–	2.450	-2.50%
2.451	–	2.526	-2.00%
2.527	–	2.602	-1.50%
2.603	–	2.678	-1.00%
2.679	–	2.754	-0.50%
2.755	–	2.830	Basis - no surcharge.
2.831	–	2.906	Basis - no surcharge.
2.907	–	2.982	0.50%
2.983	–	3.058	1.00%
3.059	–	3.134	1.50%
3.135	–	3.210	2.00%
3.211	–	3.286	2.50%
3.287	–	3.362	3.00%
3.363	–	3.438	3.50%
3.439	–	3.514	4.00%
3.515	–	3.590	4.50%
3.591	–	3.666	5.00%
3.667	–	3.742	5.50%
3.743	–	3.818	6.00%
3.819	–	3.894	6.50%
3.895	–	3.970	7.00%
3.971	–	4.046	7.50%
4.047	–	4.122	8.00%
4.123	–	4.198	8.50%
4.199	–	4.274	9.00%

1. Fuel Prices per gallon will be determined by the DOE Energy Information Administration weekly survey of self-serve diesel fuel (national average), which is published each Monday and will apply to loads hauled on that day and the following 6 days thru Sunday of same week.
2. When the fuel cost is $4.275 or higher, the adjustment will be 9.0% plus 0.5% for each $.075 increase in the fuel cost per gallon.
3. When the fuel cost is $1.614 or lower, the adjustment will be -7.5% minus 0.5% for each $.075 decrease in the fuel cost per gallon.

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 16-021

AGREEMENT FOR TRUCKING/HAULING OF BIOSOLIDS FROM VENTURA COUNTY WASTEWATER TREATMENT PLANTS TO THE TOLAND ROAD LANDFILL BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CENTRAL COAST TRANSPORT, INC.

RECEIVED
OCT 20 2016
BY: .....

THIS AGREEMENT is made and entered into on this 20th day of October 2016 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and Central Coast Transport, Inc. ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On September 8, 2016, DISTRICT invited formal bids for the trucking/hauling of biosolids from wastewater treatment plants in Fillmore, Oxnard, Santa Paula, and Ventura to the Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060.

B. Pursuant to said invitation, CONTRACTOR submitted a bid, which was accepted by DISTRICT, for said services.

C. This Agreement is in accord with DISTRICT's procedure for the purchase of District services set forth in District's Purchasing Resolution No. 89-13.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. CONTRACTOR shall provide the biosolids trucking services to the DISTRICT as described in the Contract Operating Specifications, which is attached as Exhibit "I" to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts in providing biosolids trucking services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit "I."

C. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both Parties.

ARTICLE 2: TERM OF CONTRACT

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to ensure completion on a timely basis. Unless otherwise extended in writing by both parties, this Agreement shall automatically terminate on June 30, 2017. This Agreement may be extended for a maximum of four additional years by mutual written agreement of the Parties.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONTRACTOR TO DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation for such services as it may provide and render, and recommendations it may make in the performance of services.

ARTICLE 4: CONFIDENTIAL RELATIONSHIP AND OWNERSHIP OF DOCUMENTS

A. CONTRACTOR agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONTRACTOR under this Agreement, or any information made available to CONTRACTOR by DISTRICT, shall be revealed, disseminated or made available by CONTRACTOR to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONTRACTOR during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.

B. CONTRACTOR shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONTRACTOR shall be the property of the DISTRICT and under the ownership of the DISTRICT.

ARTICLE 5: PAYMENT TO CONTRACTOR

A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR fees for its services according to the "per-load" rates set forth in Exhibit "II" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONTRACTOR's invoice for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR on

adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the Agreement.

B. Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed $300,000 without written amendment in accordance with Article 18 below.

ARTICLE 6: TERMINATION OF CONTRACT

If, during the term of this Agreement, DISTRICT determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONTRACTOR in writing of such defect or failure to perform; which notice must give CONTRACTOR a 10-day notice time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured the deficiency within the ten days specified in the notice, such failure to perform shall constitute a breach of this Agreement and DISTRICT may terminate this Agreement immediately by written notice to CONTRACTOR to said effect. DISTRICT and CONTRACTOR shall have all remedies afforded each under the Uniform Commercial Code of the State of California.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees from and against any and all liability, damages, costs, losses, claims, and expenses, resulting from or connected with CONTRACTOR's negligent performance of this Agreement (including, but not limited to property of CONTRACTOR, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims, or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

CONTRACTOR shall provide and keep in effect during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.

B. Commercial General Liability policies with combined single limit coverage of at least $2,000,000 for any personal injury, death, or property damage.

C. Comprehensive Automobile Liability policies with combined single limit coverage of at least $2,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONTRACTOR's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

ARTICLE 9: USE OF SUBCONTRACTORS & ASSIGNMENT

This Agreement is a personal service contract and the contracted work hereunder shall not be

delegated or assigned by CONTRACTOR to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONTRACTOR do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

ARTICLE 11: NO WAIVER OF RIGHTS

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's right or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: ENTIRE AGREEEMNT

This Agreement encompasses the entire agreement of the parties and there is no other agreements or understandings, either oral or written.

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 15: COMPLIANCE WITH LAWS

CONTRACTOR shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury. CONTRACTOR shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

ARTICLE 16: FORCE MAJEURE

Neither CONTRACTOR nor DISTRICT shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of CONTRACTOR or DISTRICT.

ARTICLE 17: DISPUTE RESOLUTION

In the event that CONTRACTOR and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, CONTRACTOR shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 18: MODIFICATION

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

ARTICLE 19: NOTICES

All notices or other official correspondence relating to contractual matters between the Parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

TO CONTRACTOR:
John Clift, President
Central Coast Transport, Inc.
P.O. Box 6699
Ventura, CA 93006

TO DISTRICT:
Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

or to such other address as either Party may designate hereinafter in writing delivered to the other Party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 20: CONTRACT DOCUMENTS; ORDER OF PREFERENCE

In the event that there is a conflict between the terms and conditions of this Agreement and the documents associated with District Bid No. 16-005 for the Trucking/Hauling of Biosolids, the general rule shall be that the more specific term or terms take precedence over the more general terms or terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

VENTURA REGIONAL
SANITATION DISTRICT

By _____
BERT PERELLO,
Chairman of the Board

CENTRAL COAST TRANSPORT, INC.

By _____
JOHN CLIFT,
President

ATTEST

By _____
MICHELLE ASCENCION, CMC
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT I

CONTRACT OPERATING SPECIFICATIONS

GENERAL:

"CONTRACTOR" and "Contractor" shall be interchangeable, as shall be "DISTRICT" and "District".

Biosolids are the organic residues resulting from the treatment of commercial, industrial, and municipal wastewater (sewage). One purpose of treatment is to significantly reduce the concentration of disease-causing organisms (also known as pathogens). Treatment also reduces the attractiveness of the residues to insects, birds, and rodents. Biosolids from the Fillmore, Oxnard, Santa Paula, and Ventura Wastewater Treatment Plants (WWTPs) have been treated to the United States EPA Class B level as set forth in Title 40 Code of Federal Regulations Part 503. Class B biosolids have undergone treatment that has reduced but not eliminated pathogens. By definition, Class B biosolids may contain pathogens. Biosolids handling precautions are discussed below (see Article 3: Biosolids Handling Precautions).

ARTICLE 1: PICK-UP AND DELIVERY

A. Biosolids deliveries must be transported with a sealed gate end dump trailer legally capable of hauling at least 22 tons per load. Trucks and trailers shall be of good appearance, with no unsightly rust or paint, nor inappropriate logos, placards, murals or other displays.

B. Pick-up of the biosolids will come from the City of Fillmore WWTP (1580 River Street, Fillmore, CA 93015), The City of Oxnard WWTP (6001 Perkins Road, Oxnard, CA 93033), the City of Santa Paula WWTP (920 Corporation Street, Santa Paula, CA 93060), and the City of Ventura WWTP (1400 Spinnaker Drive, Ventura, CA 93001, and then delivered to the refuse disposal area/face at the Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060. Contractor shall attempt to maximize the tons per load, with a minimum 22 tons per load, unless a lesser amount is allowed by District.

C. VRSD owns 15 end-dump trailers to be used by the trucking services vendor to transport the biosolids from the various WWTPs to the Landfill. The trucking services vendor shall maintain the following number of trailers at the various WWTPs as follows:

WWTP	Number of Trailers
Fillmore	1
Oxnard	4
Santa Paula	1
Ventura	6
Onsite at Toland	1
Contractor's yard	2
TOTAL	**15**

D. Pickup Schedule:
The typical WWTP pickup schedule follows. Note: biosolids production varies, with seasonal increases at the Oxnard WWTP in spring and summer. Variations at other WWTPs are less seasonal, as they have less seasonal agricultural activity than Oxnard.

WWTPs may request an extra or less load from this schedule. This excludes consideration for Holidays that fall outside Sunday, when Contractor shall coordinate with the WWTP to make up for loads that were generated at the WWTP on Holiday, but not hauled since the Landfill was closed.

Day	Fillmore	Oxnard	Santa Paula	Ventura
MON	0	3 to 6	0 to 1	2 to 3
TUE-FRI	1	3 to 6	0 to 1	1 to 2
SAT	0	1 to 5	0 to 1	0 to 1
SUN	----------NO DELIVERIES – LANDFILL CLOSED ---------- (though Contractor may pick up loads at WWTPs)			

Holidays - Landfill is closed on the following Holidays and no deliveries will be allowed: New Year's Day, July 4th, Thanksgiving Day, and Christmas. Landfill may be closed, based on coordination with local refuse haulers, on the following Holidays: Memorial Day, Labor Day, and Veteran's Day.

Occasional breakdowns or planned maintenance at a WWTP may require special coordination of load pickup. Biosolids production at each WWTP varies, per the table above.

E. Landfill Hours/Deliveries:

The Landfill is normally open Monday through Friday at 6:00 a.m.; gates close at 4:00 p.m. Contractor shall be out of Landfill by 4:00 p.m. Saturday operations are on as needed basis only and can be coordinated as needed by the Contractor with the Landfill Superintendent, or his/her designee, with a 48-hour notice beforehand (note: refuse haulers may request Saturday operations also). Sunday the Landfill is closed.

Deliveries to the Landfill shall be made during the following hours. Hours noted are expected arrival times, unless otherwise indicated. Landfill gate opens at 6am; no waiting at Landfill gate allowed.

- Monday - Friday: **6 a.m. to 3:30 p.m., Contractor shall be out of Landfill gate by 4:00 p.m.** Note this may require pickup of load(s) at WWTP prior to 6:00 a.m. or the prior night.
- Saturday: **6 a.m. to 2:30 p.m., Contractor shall be out of Landfill gate by 3:00 p.m.** Saturday operations are on an as-needed basis and are to be coordinated with District personnel at least 48 hours in advance.
- District will accommodate requests to stay open as late as 4:00 p.m., assuming Contractor fully utilized early hours deliveries at the Landfill.

Hauling biosolids on Holidays when the Landfill is closed (see above) will need to be considered; the loads generated those days will have to be hauled in the next day or two. Similarly, the Landfill, WWTP, or roadways may have an unexpected closure because of flooding or other inclement weather (including high wind closures). Contractor shall coordinate biosolids hauling with WWTP and District so as to make up (i.e., "catch up") for biosolids produced but not hauled on these lost hauling days.

Contractor is responsible for coordinating deliveries with WWTPs, keeping District informed of delivery schedule. By 8:00 a.m. each operating day, the Contractor shall contact the Landfill Superintendent or his/her designee and coordinate biosolids deliveries to the facility. The Contractor will have contacted each WWTP and determined the number of trailers to be pulled from each plant and communicate that number to the District. Contractor should expect potential muddy conditions at the Landfill disposal area and resulting delays during rainy/wet season.

F. The Contractor will use end dump trailers that have sealed gates that will prevent any liquid from leaking. The District reserves the right to test gate seals at any time. All trucks and trailers shall not leak or otherwise discharge fuel, lubricant, coolant, or other liquids. The Contractor must unload the biosolids material in a fashion that will ensure no tracking of biosolids. The District will designate an area to dump the hauled material to facilitate this requirement. The Contractor will ensure all loads are completely covered (i.e., tarps, etc.) while on public roads.

Truck and trailer exteriors shall be cleaned of stray biosolids before leaving either the WWTP or the Landfill. Contractor shall pay all traffic violations incurred as a result of hauling operations related to this contract. Contractor may be required by District to unlock or lock Landfill gate on Saturdays or Holidays.

G. Biosolids Transportation to and from the Landfill and at the Landfill:

1. At the WWTPs with multiple trailers, the Contractor will typically drive to the WWTP with an empty trailer, drop that trailer, and depart with a loaded trailer and deliver the payload to the Landfill. After discharge of the load at the Landfill, the empty trailer will either be returned to the same WWTP and another loaded trailer picked up, or the empty trailer will be transported to another WWTP where a loaded trailer is picked up for transport to the Landfill. This process is repeated throughout the day until all loaded trailers have been serviced and the required trailer units are provided to the respective WWTPs.

2. At the cities with a single trailer, the Contractor will drive to the plants, pick up the loaded trailers and transport to the Landfill, and return the empty trailers to the WWTP. The Fillmore and Santa Paula trailers are dedicated to these plants and are not rotated among the other WWTPs.

3. Upon reaching the Landfill, the driver will first stop at the Landfill scale. The weighmaster will weigh the load and direct the driver to the Landfill active face.

4, When dumping at the Landfill active face, the driver will proceed from the scale to the active face. At the active face, the driver will be directed by the Landfill traffic director to an area to dump the load. Because the trailers are end dumps, and can occasionally tip, the driver must ensure no less than 50 feet of clearance on either side of the trailer before raising the bed. The driver will notify the traffic director if he does not have this clearance or if the dumping area provided is not firm enough to raise the bed. Once the load is dumped, the driver will clean/scrape the trailer bed to minimize any remaining residual biosolids in the trailer, lower the bed, and secure the tailgate.

5. Prior to departing the site, all drivers will stop at the maintenance shop and apply a powdered polymer to the empty trailer bed. The Contractor will be responsible for purchase, supply, and application of the polymer.

6. The Contractor will be responsible for coordinating with each WWTP as necessary to determine the quantity of biosolids requiring transport on any particular day and to adjust transportation services as necessary to ensure adequate trailers are available for use by each WWTP, and filled trailers are transported to the Toland Road Landfill and returned to the WWTPs as needed. The Contractor is responsible for determining the number of trucks needed to haul all loads on any particular day.

H. The contractor shall also be responsible for the following during the term of the contract:

1. Wash all District-owned trailers weekly at the Ventura WWTP.
2. As needed, shuttle trailers to the Toland Road Landfill maintenance facility or to a local third party facility for repairs, as designated by the Landfill Superintendent or his/her designee.
3. As needed, shuttle trailers to tire repair center as designated by the Landfill Superintendent or his/her designee.
4. On a quarterly basis (every 90 days), shuttle trailers for BIT inspection as designated by Landfill Superintendent or his/her designee.
5. Monitor condition of trailers, hoses, tarps, hoops, etc. and promptly report problems to Landfill Superintendent or his/her designee.

ARTICLE 2: BIOSOLIDS TRUCKING/HAULING SAFETY

A. Contractor shall be responsible for the safe operation and unloading of vehicles, including ensuring that the trailer dumping area is level to prevent tip-over of trailers and assuring the areas to both sides of the trailers are clear of people/vehicles/equipment in case of tip-over.

B. Safe operation of trucks and trailers is of prime importance to the District, especially considering the steep grade of Toland Road. The District reserves the right to inspect all 90-Day Safety Inspections and CHP biennial BIT inspections as required by section 34501 of the California Vehicle Code (CVC). The District reserves the right to inspect vehicles at any time for safety concerns or compliance with other requirements of this contract. At a minimum, only qualified drivers shall operate trucks; and qualified personnel shall inspect brakes daily before operation.

C. All vehicles shall be maintained in good mechanical condition. All vehicles shall be regularly and systematically inspected, maintained, and lubricated.

D. All defects noted during 90-day inspections shall be corrected prior to operating a vehicle on the highway.

E. Safety inspection shall be performed at least every 90 days on each truck, tractor, trailer, and dolly (see California *Vehicle Code § 34505.5(a)).*

F. 90-day safety inspections shall include at least the following (see *Vehicle Code § 34505.5(a)*):
(a) Brake adjustment.
(b) Brake system components and leaks.
(c) Steering and suspension systems.
(d) Tires and wheels.
(e) Vehicle connecting devices (fifth wheels, kingpins, pintle hooks, drawbars, chains, etc.).

G. Defects noted during 90-day inspections shall be corrected prior to operating a vehicle on the highway (see *VC 34505.5(b)).*

H. Contractor shall require all drivers to submit documented daily vehicle inspection reports (DVIR) for work related to this Contract.

I. Contractor's driver shall provide a "negative DVIR report" when no defects are found by the driver (see title*13 Calif. Code of Regs. (CCR), § 1234(e)).*

J. DVIRs shall be examined and defects corrected by Contractor before a vehicle is operated on the highway (see 13 CCR 1234(e)). HAULER shall maintain DVIR for at least three months.

K. Any employee of the Contractor who is convicted of driving under the influence of alcohol or drugs in the past 3 years shall not be allowed to operate trucks under this Contract.

L. Contractor shall require that drivers demonstrate their ability to safely operate each different type of vehicle or vehicle combination before allowing them to operate these vehicles on the highway for work under this Contract.

M. All vehicle maintenance records shall be kept current and available for inspection by District.
Maintenance records shall be retained for at least one year (see 13 CCR § 1234(f)).
Maintenance records shall include (see *13 CCR § 1234(f)*):
(1) Identification of the vehicle including, make, model, license number, or other means of positive identification.
(2) Date or mileage and nature of each inspection, maintenance, lubrication, and repair performed.
(3) The inspection, maintenance, and lubrication intervals.
(4) The name of the lessor or contractor furnishing any vehicle.

N. Biosolids deliveries shall be under the supervision of the District and District personnel at or on the Toland Road Landfill property. All biosolids activities and delivery shall comply with applicable local, state and federal health and safety rules. The Contractor shall comply with all applicable federal, state and local codes and permit conditions.

M. The Contractor shall inform its personnel of potential dangers related to working in and around a sanitary/municipal solid waste landfill.

N. Precautions must be taken during maintenance or vehicle recovery activity should the Contractor need to repair or handle a transport vehicle disabled on the Landfill site. Contractor is not permitted to do any "hotwork" such as welding on site.

O. Smoking shall not be permitted in any Landfill area which is not specifically designated as a "Smoking Area".

P. If death or serious injuries or serious damages occur during the course of this Contract, the incident shall be reported immediately by telephone or messenger to District. In addition, Contractor must promptly report in writing to District all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

Q. If a claim is made by anyone against Contractor for any accident, Contractor shall promptly report the facts in writing to District, giving full details of the claim.

R. Contractor shall defend, indemnify and hold District and its officers, directors, employees and agents harmless from all liability, damages or costs arising by reason of injury to person or property resulting from Contractor's performance of work, or in guarding same, or from any materials, implements or appliances used in its construction, or by or on account of any act or omission of Contractor or his agents.

ARTICLE 3: BIOSOLIDS HANDLING PRECAUTIONS

A. Contractor shall inform each driver, or any Contractor employee involved with biosolids in relation to this Contract, on these precautions. The District will provide training upon request, within reason.

B. The following list, created by NIOSH (the National Institute for Occupational Safety and Health), provides hygiene recommendations for workers handling Class B biosolids. To protect workers (i.e., primarily drivers) who have direct contact with Class B biosolids and thus are likely to have an exposure to pathogens, Contractor shall provide a basic level of protection, including providing appropriate measures from those listed below:

1. Wash hands thoroughly with soap and water after contact with biosolids.
2. Avoid touching face, mouth, eyes, nose, genitalia, or open sores and cuts while working with biosolids.
3. Wash hands before eating, drinking, or smoking and before and after using the bathroom.
4. Eat in designated areas away from biosolids-handling activities.
5. Do not smoke or chew tobacco or gum while working with biosolids.
6. Use barriers between skin and surfaces exposed to biosolids.
7. Remove excess biosolids from footgear prior to entering a vehicle or a building.
8. Keep wounds covered with clean, dry bandages.
9. Thoroughly but gently flush eyes with water if biosolids contact eyes.
10. Change into clean work clothing on a daily basis and reserve footgear for use at worksite or during biosolids transport.
11. Do not wear work clothes home or outside the work environment.
12. Use gloves to prevent skin abrasion.

A more comprehensive set of precautions is available on the NIOSH website at http://www.cdc.gov/niosh/docs/2002-149/default.html. Alternatively, the District will provide a printed copy upon request.

ARTICLE 4: BIOSOLIDS TRUCKING/HAULING RESTRICTIONS, REQUIREMENTS, AND NON-INTERFERENCE WITH DISTRICT AND WWTP OPERATIONS REQUIREMENTS

A. The Contractor may not interfere with Landfill or WWTP operations during the performance of work unless specific approval has been given by the District in writing. The priority of the District is to maintain safe and efficient access to the active refuse dumping area.

B. The following measures are required to assure non-interference by the Contractor with District operations and WWTP operations:

1. The Contractor shall not interrupt access to the Landfill's active refuse dumping area or the WWTPs.
2. The Contractor shall follow posted speed limit signs and comply with all District rules regarding traffic control and other activity occurring at the Toland Road Landfill and the WWTPs.
3. As a courtesy to residential neighbors, the Contractor shall limit the use of "Jake Brakes" to that absolutely necessary (especially next to homes) on Toland Road and at the Toland Road Landfill. This requirement is not intended to create unsafe conditions, and Contractor should use "Jake Brakes" as necessary to maintain safe operations.
4. The Contractor shall comply with directions of the Landfill Superintendent and the WWTP Superintendent or their designees.

C. Contractor is restricted from making a left turn from Highway 126 onto Toland Road (from Santa Paula direction) between 8:00 to 8:30 a.m., 12:30 to 1:00 p.m., and 2:30 to 3:00 p.m. every day that the Santa Clara School is in session - No Exception.

D. Contractor is restricted from making a left turn onto HWY 126 from Toland Road (this would be a turn toward Fillmore from Landfill) during the above blackout periods and from 4:00 to 6:00 p.m. – No Exception.

E. Contractor is restricted from using Sespe Underpass (a smaller underpass some have used to avoid the turning restriction above) as a turn around, which is approximately one-half mile east of the HWY 126 and Toland Road intersection (on HWY 126)

F. Contractor shall not allow drivers to idle in the east-bound left turn pocket on Hwy. 126 before the Landfill is opened **and during the above blackout periods,** as this can lead to safety issues for all drivers using Hwy. 126.

G. Any driver that does not comply with Sections C, D, E and F above, shall be banned from the Toland Road Landfill.

H. Major cleaning or servicing of trucks and trailers shall not take place at the WWTPs.

ARTICLE 5: ORDINANCES, PERMITS, LICENSES AND REGULATORY COMPLIANCE

A. The Contractor shall be responsible for assuring that all work by Contractor covered by this Contract, including all transportation of the biosolids, is conducted in accordance with all relevant federal, state, District, and local codes, ordinances, regulations, and standards. The cost of conforming to regulations of above-mentioned documents or governing agencies shall be considered as completely included in the Contract price.

B. The Contractor shall be liable for any fine or penalty imposed by any regulatory agency or for any other cost incurred by the District as a result of regulatory noncompliance arising from any action or inaction of Contractor.

C. The Contractor shall be responsible for applicable fees, permits, charges, licenses and taxes that are required to complete the biosolids pick-up and deliveries.

ARTICLE 6: UNFORSEEN CONDITIONS

It is understood by both parties that the Contractor has made a pre-bid investigation of the delivery site and understands the delivery vehicles will travel on portions of unpaved road that are also used by municipal refuse haulers. The Contractor shall give written notice to District of any conditions encountered at the Landfill site during the pre-bid investigation which were unforeseen, unnoticed, or would hinder delivery of contracted material or biosolids so that District can take reasonable and timely action to address those conditions, if any.

ARTICLE 7: DUST CONTROL

A. Trucks and equipment are strictly prohibited from traveling on areas that may generate dust without watering or otherwise controlling dust beforehand. District personnel will apply water on paved and unpaved surfaces to ensure Conditional Use Permit 3141 compliance is met.

B. Pulverized soil: Contractor shall not drive on roads with pulverized soil that may be affected by vehicle travel. Soil in the roadway should be moisture conditioned and compacted before driving on. Pulverized soils in working areas (i.e., liner placement areas, etc.) creating dust shall be moisture conditioned to prevent the creation of dust.

C. If dust control is not manageable during periods of high winds, the District may delay delivery until weather conditions improve.

ARTICLE 8: MEASUREMENT AND PAYMENT

A. The District will make payment on a "load" basis per Exhibit II of this Contract.

B. All loads from Contractor shall stop and be weighed at the Toland Road Landfill scalehouse. Additionally, at the sole discretion of the District, weight tickets may be required at the WWTP of origin, in which case the WWTP weight ticket shall be submitted to Toland Road Landfill scalehouse personnel.

C. Contractor shall complete records of date, time, driver, load origin, etc. at the Toland Road Landfill for each load delivered.

D. Non-Payment: Payment will not be made for any of the following:
1. Materials delivered by the Contractor that are not completely unloaded from the transporting vehicle.
2. Delivery tickets not signed by a District representative before the Contractor's delivery driver leaves the Landfill site.

ARTICLE 9: EFFORTS TO REDUCE DIESEL EXHAUST EMISSIONS

The District supports the efforts of the Ventura County Air Pollution Control District to reduce NOx and carcinogenic diesel exhaust emissions from heavy-duty vehicles by providing consideration, where feasible, to Contractors using heavy-duty alternative fuel vehicles when awarding contracts for services. If Contractor uses heavy-duty alternative fuel vehicles, the Contractor shall describe such measures in a letter accompanying the bid submittal.

ARTICLE 10: CHARACTER OF WORKMEN

The Contractor shall not employ any unfit person or anyone unskilled in the work assigned to him or her and shall at all times enforce discipline and good order among its employees. The District may require the Contractor to remove from work any employee found to be incompetent, careless, insubordinate, or otherwise objectionable, or

whose continued employment on the project is deemed by the District to be contrary to the public interest. Neither the District nor the Contractor shall employ or otherwise engage the services of any employee of the other party without the other's consent.

ARTICLE 11: ENFORCEMENT OF ORDER

The Contractor shall not sell, nor shall it permit, or suffer the introduction or use of, intoxicating liquors, or controlled substances upon the works embraced in these specifications, nor upon any of the grounds occupied or controlled by it in connection with such works.

CORPORATE CERTIFICATE

I, _____, certify that I am the_____ secretary of the corporation named as CONTRACTOR in the foregoing Contract; that _____, who signed said Contract on behalf of CONTRACTOR was then _____ of said corporation; and that said Contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

By _____
CONTRACTOR

By _____
Secretary

_____
Date

EXHIBIT II

CONTRACT PRICING AND PAYMENT

Price

Prices below include pick-up from the following Ventura County wastewater treatment plants (WWTPs) and delivery to the active face of the Toland Road Landfill (3500 Toland Road, Santa Paula, CA 93060), as specified by the Landfill Superintendent or his/her designee.

Item	Description	Unit Price
1 of 4	**Hauling of biosolids from Fillmore WWTP to Landfill: (1580 River Street, Fillmore, CA 93015)**	**$120 per load**
2 of 4	**Hauling of biosolids from Oxnard WWTP to Landfill: (6001 Perkins Road, Oxnard, CA 93033)**	**$235 per load**
3 of 4	**Hauling of biosolids from Santa Paula WWTP to Landfill: (920 Corporation Street, Santa Paula, CA 93060)**	**$120 per load**
4 of 4	**Hauling of biosolids from Ventura WWTP to Landfill: 1400 Spinnaker Drive, Ventura, CA 93001**	**$222 per load**

Billing Instructions

Submit an itemized invoice in duplicate for each month in which delivery occurs. Invoices shall detail the dates of delivery, quantity delivered and total amount due. Invoices should reference Contract No. 16-021 and must be addressed as follows to be processed for payment:

Finance & Administration
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

Terms

Net 30 days from receipt of CONTRACTOR's invoice.

In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such persons.

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