

VENTURA REGIONAL SANITATION DISTRICT

1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704



May 26, 2010

Board of Directors
Ventura Regional Sanitation District
Ventura, California

VRSD CONTRACT NO. 08-005-03 WITH CENTRAL COAST TRANSPORT INC. BIOSOLIDS TRUCKING

The Ventura Regional Sanitation District (District) provides hauling of biosolids from regional waste water treatment plants (WWTP) to the Toland Landfill Biosolids Dryer by contract with a hauling company. This contract was publicly bid in conformance with the District's Purchasing Resolution and awarded to Central Coast Transport (formerly Villa Park Trucking) in February of 2008 for a not-to-exceed amount of \$1,140,000. The contract expires on June 30, 2009. Staff recommends an amendment to this contract for an additional two years and \$860,000 with further details outlined below.

The District presently has contracts with the Cities of Thousand Oaks, Oxnard, Ventura, and Fillmore WWTPs to haul and dry biosolids at the Toland Landfill Biosolids Dryer. The contract with Central Coast Transport (CCT) was advertised and competitively bid, but bidding was not competitive with only two bidders and a low bid of \$345 per load with CCT. The District opted to negotiate a lower price with CCT of \$245 per load, which is the present rate. Fillmore WWTP was later added at a rate of \$160 per load. Staff have negotiated with CCT to extend the contract for an additional two years at a discounted rate of five percent (5%) for all loads hauled, with a further discount of ten percent (10%) for Ventura due to their closer proximity. The not-to-exceed dollar amount will need to be increased by \$860,000 to cover this period. Additionally, the following items have been added in this amendment:

- Santa Paula WWTP will be hauled at the same rate as Fillmore WWTP (the \$160 per load discounted 5%).
- The fuel surcharge has been modified to discount the rate if fuel falls below the rate the contract was originally bid at (previously the surcharge only considered increases).
- Operational considerations to better coordinate dropping of loads at the biosolids dryer's receiving hopper related to trailer switch out and cleanup.
- The option for the District to haul biosolids from Fillmore or Santa Paula WWTP if we find District staff can haul the loads less expensively ourselves. Note we have Class A drivers on staff that could haul these loads if the District purchased/rented/leased a truck.

The original contract continues to hold the Contractor responsible for routine maintenance, insurance and any damage resulting from negligent operation of District trailers.

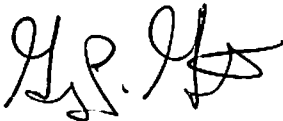
CCT's experience hauling biosolids for the past two years has given them significant experience hauling biosolids from the regional WWTPs. Both the regional WWTPs and District staff consider CCT's service as excellent. Trucking the biosolids requires daily coordination with the WWTP to determine how many loads need picking up and at what time. This needs to be

coordinated to work within the landfill's operating hours and to avoid morning and afternoon "blackout periods" for the local school, which includes a new County conditional use permit 11:30 to noon blackout for biosolids hauling traffic. Continuing with CCT will help assure a consistent reliable trucking operation as well as allowing the District to better focus on the initial phase of the Dryer system.

Budgetary impact: Appropriate monies are allocated in next year's budget. Legal Counsel has reviewed and approved the proposed contract as to legal form and sufficiency. If you have any questions or need additional information, please call me at 658-4639.

RECOMMENDATION

It is recommended the Board authorize the Chairman to sign VRSD Contract No. 08-005-03 with Central Coast Transport Inc. for an additional \$860,000 and a time extension of two years, for trucking biosolids to the Toland Landfill Biosolids Dryer from Regional WWTPs for a revised total contract amount of \$2,000,000.



GREG GRANT, P.E. – SOLID WASTE DIVISION MANAGER

Enc.

REVIEWED AND APPROVED


Sally Coleman – Director of Operations

APPROVED FOR JUNE 3, 2010 AGENDA


Mark Lawler – General Manager

CONTRACT NO. 08-005-3

**AMENDMENT NO. 3 TO CONTRACT NO. 08-005
AGREEMENT FOR TRUCKING BIOSOLIDS FROM
WASTEWATER TREATMENT PLANTS TO THE TOLAND LANDFILL
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
CENTRAL COAST TRANSPORT, INC.**

THIS AGREEMENT is made and entered into this 3rd day of May 2010 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT" and CENTRAL COAST TRANSPORT, INC. a California corporation "CONTRACTOR."

RECITALS

A. On the 21st day of February 2008, a certain contract, hereinafter referred to as Contract No. 08-005, was executed between DISTRICT and CONTRACTOR to implement biosolids hauling services before and during the initial operation of the biosolids facility.

B. On the 6th day of July 2009, a certain contract, hereinafter referred to as Contract No. 08-005-1, was executed between DISTRICT and CONTRACTOR shall provide hauling of dried biosolids from DISTRICT's biosolids facility 3-bay discharge area to the landfill's active operating disposal area at \$55.00 per load.

C. On the 6th day of October 2009, a certain contract, hereinafter referred to as Contract No. 08-005-2, was executed between DISTRICT and CONTRACTOR to pickup wet biosolids for Fillmore WWTP, including leaving an empty trailer in the biosolids building positioned per Fillmore WWTP direction, picking up of wet biosolids trailer in same location, and delivery of wet biosolids load to Toland Landfill at location per DISTRICT's direction. Price per load will be \$160.00.

D. DISTRICT and CONTRACTOR have agreed to additional conditions are necessary to further services and can be accomplished by amending Contract No. 08-005 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 08-005, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 1, Term:

"The term of this Agreement shall be extended until June 30, 2012."

The parties agree the following language shall replace the original provisions of Article 2: District obligations.

"Total fees to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services to this amendment shall not exceed \$2,000,000.00 without written amendment hereto. Phase 3 pricing shall be reduced by 5% for all wastewater treatment plants, except City of Ventura which shall be reduced by 10.2% (Price per load shall now be \$232.75 for City of Oxnard and City of Thousand Oaks and \$220.00 for the City of Ventura). The hauling of dried biosolids from DISTRICT's biosolids facility 3-bay discharge area to the landfill's active operating disposal area

will remain at \$55.00 per load.”

DISTRICT and CONTRACTOR have agreed to additional changes in Contract Specifications as described in Exhibit “A” attached.

The parties agree the following language shall be added to the original provisions of Exhibit II, Contract Specifications, Article I, Pickup and Delivery:

“CONTRACTOR shall Pickup wet biosolids from the Santa Paula WWTP, including leaving an empty trailer in the biosolids building positioned per Santa Paula WWTP direction, picking up of wet biosolids trailer in same location, and delivery of wet biosolids load to Toland Landfill at location per DISTRICT’s direction. Price per load will be \$152.00.”

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED AS TO FORM: ARNOLD, BLEUEL,
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

VENTURA REGIONAL SANITATION DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
CHARLOTTE CRAVEN, Chairman
Board of Directors

ATTEST:

CENTRAL COAST TRANSPORT, INC

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
JOHN CLIFT, General Manager

EXHIBIT A

The following specifications shall apply in addition to existing Contract Specifications:

1. At the sole option of the DISTRICT, DISTRICT may self-haul (using whatever means DISTRICT chooses) biosolids from either Fillmore or Santa Paula WWTP. DISTRICT will provide minimum two (2) week notice to CONTRACTOR before exercising this option. DISTRICT may stop this self-haul option at any time with another two (2) week notice. DISTRICT will in good faith not over-exercise this option by switching back and forth excessively.
2. CONTRACTOR shall leave fully loaded trailer in receiving hopper area and pickup empty trailer when directed to do so by DISTRICT at no additional cost (instead of dumping full trailer).
3. In an effort to match the receiving capacity of the biosolids receiving hopper, CONTRACTOR shall do his best to space deliveries to landfill apart as regularly as possible.
4. The following fuel Surcharge table hereby replaces the table in Exhibit II, Attachment B of the original contract.

EXHIBIT II – CONTRACT SPECIFICATIONS – ATTACHMENT B AMENDED TABLE

FUEL PRICE PER GALLON¹

SURCHARGE PERCENTAGE^{2&3}

(Range from low to high)

1.966	--	2.040	-7.50%
2.041	--	2.116	-7.00%
2.117	--	2.191	-6.50%
2.192	--	2.267	-6.00%
2.268	--	2.342	-5.50%
2.343	--	2.418	-5.00%
2.419	--	2.493	-4.50%
2.494	--	2.569	-4.00%
2.570	--	2.644	-3.50%
2.645	--	2.720	-3.00%
2.721	--	2.795	-2.50%
2.796	--	2.871	-2.00%
2.872	--	2.946	-1.50%
2.947	--	3.022	-1.00%
3.023	--	3.097	-0.50%
3.098	--	3.173	Basis - no surcharge.
3.174	--	3.248	Basis - no surcharge.
3.249	--	3.324	0.50%
3.325	--	3.399	1.00%
3.400	--	3.474	1.50%
3.475	--	3.549	2.00%
3.550	--	3.624	2.50%
3.625	--	3.699	3.00%
3.700	--	3.774	3.50%
3.775	--	3.849	4.00%
3.850	--	3.924	4.50%
3.925	--	3.999	5.00%
4.000	--	4.074	5.50%
4.075	--	4.149	6.00%
4.150	--	4.224	6.50%
4.225	--	4.299	7.00%
4.300	--	4.374	7.50%
4.375	--	4.449	8.00%
4.450	--	4.524	8.50%
4.525	--	4.599	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 4.60 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 1.965 or lower the adjustment will be -7.5% minus 0.5% for each \$.075 decrease in the fuel cost per gallon.

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