

VENTURA REGIONAL SANITATION DISTRICT

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



November 7, 2011

Board of Directors
Ventura Regional Sanitation District
Ventura, CA 93003

VRSD CONTRACT NO. 09-011-3 – SAM HILL & SONS, INC

Summary:

The District contracts with Sam Hill & Sons for various facility maintenance and repair projects. The original contract was approved by your Board on April 2, 2009 in the amount of \$265,000. Your Board amended the contract on July 1, 2010 to increase the amount an additional \$150,000 and also on June 2, 2011 to increase the amount an additional \$200,000 for a revised total contract amount of \$615,000. Following the contract amendment additional work was required at the Toland Landfill at the recommendation of the Regional Board to prepare the site for storm events. Staff is requesting an amendment to the contract for an additional \$100,000 for a total amount not to exceed \$715,000 to have Sam Hill & Sons available for additional projects.

Background:

The infrastructure associated with facilities that VRSD operates and maintains requires periodic repair of broken water mains and service connections, replacement of water valves, soil excavation, drainage work, pavement repair, and traffic control. Additional work was required at the Toland Landfill to prepare the site for the upcoming rainy season that was not anticipated when the contract was last amended. The additional work consisted of structural best management practices to prevent sediment transport from the slopes and removing sediment from the existing detention basin. These projects are required to help maintain stormwater quality. This firm has provided quality work for an appropriate price and has been willing to respond to emergency events.

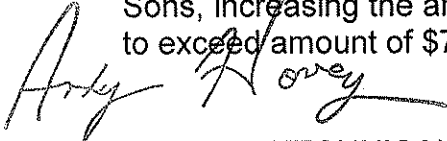
Fiscal Impact:

Appropriations are included in the adopted Fiscal Year 2012 budget. The work completed for water and wastewater customers is fully reimbursable. If you have any questions, please contact me at 805-658-4679 or email andyhovey@vrzd.com.

Recommendation:

It is recommended the Board:

- a. Authorize the Chairman to sign Contract No. 09-011-3 with Sam Hill & Sons, increasing the amount of Contract No. 09-011 by \$100,000 for a not to exceed amount of \$715,000.



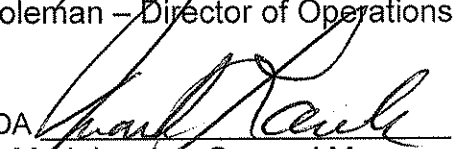
ANDY HOVEY – TECHNICAL SERVICES SUPERVISOR

Enc.

REVIEWED AND APPROVED:


Sally Coleman – Director of Operations

APPROVED FOR THE NOVEMBER 17, 2011 AGENDA


Mark Lawler, General Manager

CONTRACT NO. 09-011-3

**AMENDMENT NO. 3 TO CONTRACT NO. 09-011
AGREEMENT FOR FACILITIES MAINTENANCE & REPAIR
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
SAM HILL & SONS, INC.**

THIS AGREEMENT is made and entered into this 17th day of November 2011 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 SAM HILL & SONS, INC., a California corporation, hereinafter "CONTRACTOR."

RECITALS

A. On the 1st day of March 2009, a certain contract, hereinafter referred to as Contract No. 09-011, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

B. On the 1st day of July 2010, a certain contract, hereinafter referred to as Contract No. 09-011-1, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

C. On the 2nd day of June 2011, a certain contract, hereinafter referred to as Contract No. 09-011-2, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

D. DISTRICT and CONTRACTOR have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 09-011 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 09-011, 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 Exhibit 1: Price

"Equipment and labor rates applied to DISTRICT projects shall not exceed CONTRACTOR's published rates on the day a project commences. CONTRACTOR's current rates are attached hereto and made a part hereof by reference. CONTRACTOR agrees to advise DISTRICT of any change in its published rates during the term of this Agreement. In any event, the total of all charges hereunder shall be increased by \$100,000 and shall not exceed \$715,000 without DISTRICT Board of Directors approval."

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

SAM HILL & SONS, INC.

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
RONALD HILL, President
Tax ID Number: 77-0114981

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager _____

Director of Finance _____

Fiscal Technician _____

10-4

Exhibit "I"

CONTRACT NO. 09-011

RECEIVED

AGREEMENT FOR FACILITIES MAINTENANCE & REPAIR
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
SAM HILL & SONS, INC.

2009 APR 27 AM 11:22

VENTURA REGIONAL
SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 2nd day of April 2009 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 SAM HILL & SONS, INC., a California corporation, hereinafter "CONTRACTOR."

RECITALS

- A. DISTRICT has an occasional need for maintenance and/or repair work related to water and wastewater facilities.
- B. CONTRACTOR represents that it possesses the necessary licenses, skills and experience to perform the required services and is willing to contract with DISTRICT.
- C. This Agreement is in accord with DISTRICT's Purchasing Resolution No. 89-13 adopted November 9, 1989.
- D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: TERM

The term of this Agreement shall be from April 2, 2009 until June 30, 2010. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price.

ARTICLE 2: SCOPE OF SERVICES

CONTRACTOR shall complete DISTRICT facilities maintenance and repair projects as requested during the term of this Agreement. It is understood between the parties that District is acting solely as project manager for Triunfo Sanitation District, Saticoy Sanitary District, Ventura County Waterworks, City of Thousand Oaks, and Rio Manor Water, each of which owns its facilities and bears all responsibility therefore.

DISTRICT and CONTRACTOR shall discuss each project prior to commencing work under this Agreement. DISTRICT will provide CONTRACTOR with a written authorization to proceed, which shall include a brief project description as well as work and payment schedules, the required completion date and the total amount to be paid for the work. CONTRACTOR shall indicate its acceptance of the project by signing and returning a copy of the authorization to DISTRICT within five (5) working days.

It is expressly understood and agreed between the parties that this Agreement is not intended, nor shall it be used, for "public projects" as defined in the Uniform Public Construction Cost Accounting Act, Public

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Contract Code, Section 22000, et seq. Such projects shall be publicly bid and awarded as required thereby. In the event CONTRACTOR believes any project proposed by DISTRICT under this Agreement is subject to the Uniform Public Construction Cost Accounting Act, CONTRACTOR shall immediately advise DISTRICT in writing and await written confirmation of DISTRICT's intention to proceed before commencing work.

ARTICLE 3: COMPENSATION

DISTRICT will pay in accordance with price, terms and conditions as shown in Exhibit I.

ARTICLE 4: 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 including reasonable attorneys fees and costs incurred by DISTRICT, and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR's negligent performance or errors and omissions under this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONTRACTOR, DISTRICT, or their respective employees or agents), regardless of the active or passive negligence of DISTRICT, except to the extent 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 5: INSURANCE

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

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide a certificate of such insurance to DISTRICT prior to the start of work. Said certificate 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; 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 out in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

Should CONTRACTOR use the services of a subcontractor, CONTRACTOR shall require that the subcontractor provide and keep in effect identical insurance to that which CONTRACTOR is required to provide pursuant to the terms of this Article 5 and shall require that the subcontractor provide a certificate of insurance to CONTRACTOR and DISTRICT prior to the time that the subcontractor starts work, which certificate shall be in the same form as CONTRACTOR is required to provide to DISTRICT.

ARTICLE 6: CHANGE ORDERS

No change to Exhibit "I" hereto, or to any other provision of this Agreement, may be made except by a written amendment authorized by DISTRICT Board of Directors and signed by CONTRACTOR and DISTRICT.

ARTICLE 7: SUSPENSION OR TERMINATION OF SERVICES

If CONTRACTOR refuses or fails to perform the work as requested in a timely and/or otherwise acceptable manner, DISTRICT shall notify CONTRACTOR in writing of such deficiency. Should CONTRACTOR fail to correct such deficiency within thirty (15) calendar days, DISTRICT may immediately terminate this agreement and notify CONTRACTOR in writing of such termination.

If any part or all of the work for which services have been authorized is postponed, suspended, or abandoned, DISTRICT shall have the right to suspend where the work has been postponed or suspended, or terminate where the work has been abandoned, the rendition of services or that portion of the work so postponed, suspended, or abandoned. In the event of such suspension or termination, CONTRACTOR shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent of the total time expended on the section or sections of work suspended or abandoned at and to the date of the notice of suspension or termination, and shall not increase CONTRACTOR's total compensation beyond the maximum stated in Exhibit I.

ARTICLE 8: ASSIGNMENT/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 is solely responsible for selecting the means, methods, and procedures for doing the work assigned, and for coordinating all portions of the work so the results will be satisfactory to DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under the Agreement.

ARTICLE 9: NO WAIVER

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 rights 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 10: AUDIT

DISTRICT shall have the right to inspect and/or audit all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT as a condition precedent to any payment to CONTRACTOR.

ARTICLE 11: NOTICES

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

To CONTRACTOR: SAM HILL & SONS, INC
Post Office Box 5670
Ventura, CA 93005

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 12: 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 13: TITLE

Title to all materials shall remain with VENDOR until DISTRICT actually accepts the completed project.

ARTICLE 14: RIGHT OF INSPECTION

DISTRICT shall have the right to inspect the materials at the time and place of delivery/installation before accepting them.

ARTICLE 15: NON-INTERFERENCE WITH DISTRICT'S OPERATIONS

CONTRACTOR recognizes the primary activity at the work site is District's operation of a water and wastewater treatment facilities. CONTRACTOR shall operate so all work under this contract is compatible with and does not interfere with DISTRICT's operations.

ARTICLE 16: COMPLIANCE WITH LAWS

This agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. 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 17: 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 18: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as though fully set forth.

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 MA (Stuart Nielsen on behalf of)
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By Charlotta Craven, Vice Chair
DENNIS C. GILLETTE, Chairman
Board of Directors

ATTEST:

SAM HILL & SONS, INC.

By Rhonda Catron
RHONDA CATRON
Clerk of the Board

By Ronald S. Hill
RONALD HILL, Vice President

EXHIBIT I

FACILITIES MAINTENANCE AND REPAIR PROJECTS

PRICE

Equipment and labor rates applied to DISTRICT projects shall not exceed CONTRACTOR's published rates on the day a project commences. CONTRACTOR's current rates are attached hereto and made a part hereof by reference. CONTRACTOR agrees to advise DISTRICT of any change in its published rates during the term of this Agreement. In any event, the total of all charges hereunder shall not exceed Two Hundred Sixty-Five Thousand Dollars (\$265,000) without DISTRICT Board of Directors approval.

BILLING INSTRUCTIONS/TERMS

CONTRACTOR shall submit an invoice in duplicate for each month in which services are provided. Invoices should reference Contract No. 09-011 and indicate where and when service was provided. Invoices 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

Net 30 days from receipt of SUPPLIER's invoice.

WARRANTY

CONTRACTOR shall guarantee all equipment performance for a period of at least one (1) year after date of project completion and shall repair or replace any or all such equipment, together with any other equipment that may be displaced in so doing, that may prove defective in workmanship and/or materials, without expense whatsoever to DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. DISTRICT will give notice of observed defects or lack of performance with reasonable promptness. CONTRACTOR shall notify DISTRICT upon completion of repairs. This equipment warranty is in addition to the performance guarantee specified herein.

CONDITIONS

1. CONTRACTOR will not be held liable for failure or delay in the fulfillment if hindered or prevented directly or indirectly by fire, strike, act of God or act of government.
2. 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.
3. Cost of inspection of deliveries or offers for delivery which do not meet specifications will be paid by CONTRACTOR.
4. CONTRACTOR shall hold DISTRICT, its officials, officers, employees, representatives and agents, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance furnished or used under this Agreement.

PREVAILING WAGE

Pursuant to the provisions of the California Labor Code, commencing with Section 1720, not less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations Director for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft, classification or type of workman needed to execute the work contemplated under this Contract, shall be paid by CONTRACTOR and any subcontractor(s) to all workmen employed on said work. Copies of the applicable prevailing wage rates are on file at DISTRICT'S office and shall be made available to any interested party upon request. CONTRACTOR shall post the prevailing wage schedule at the work site. If a craft or classification not shown on the prevailing wage schedule is used, CONTRACTOR may be required to pay the rate of the craft classification most closely related to it.

10-11

Effective 07/01/09 - 06/30/10

Sam Hill and Sons, Inc.

OPERATED EQUIPMENT RATES

Cat 330 Excavator	\$ 209.00	per hour
Compaction Wheel (for 330 Excavator)	\$ 40.00	per hour
Cat 314 Offset Excavator	\$ 156.00	per hour
Case 590 / John Deere 310 Extendahoe (Backhoe/Loader)	\$ 122.00	per hour
Extendahoe w/Allied Hoe-Pak	\$ 142.00	per hour
Extendahoe w/Auger	\$ 142.00	per hour
Extendahoe w/Hy-Ram	\$ 192.00	per hour
Extendahoe & Bobtail Dump Truck Combo (1 operator)	\$ 142.00	per hour
Extendahoe & 10 Wheel Dump Truck Combo (1 operator)	\$ 152.00	per hour
Compaction Wheel (for Extendahoe)	\$ 30.00	per hour
Unloader Bobcat with Hoe or Loader	\$ 122.00	per hour
Unloader Bobcat with Hy-Ram	\$ 157.00	per hour
Unloader bobcat with Cold Planer	\$ 166.00	per hour
Komatsu PC05 Mini Excavator	\$ 104.00	per hour
John Deere 650H Dozer w/Slope board	\$ 122.00	per hour
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 146.00	per hour
Cat 950G Loader (4 cu.yd.)	\$ 156.00	per hour
Arrow Hydra-Hammer	\$ 117.00	per hour
Trencher Cleveland JS-36 w/Oiler	\$ 242.00	per hour
Cat 112F Motorgrader	\$ 108.00	per hour
Case 602 Vibratory Roller	\$ 120.00	per hour
Hansen End Dump	\$ 102.00	per hour
50 Ton Lowbed (move-on/off)	\$ 104.00	per hour
50 Ton Lowbed (Green Load)	\$ 110.00	per hour
50 Ton Lowbed (Bonus Purple)	\$ 115.00	per hour
Permit	\$ 50.00	each way
2000 Gallon Water Truck	\$ 105.00	per hour
Gang Truck w/Tools	\$ 37.00	per hour
Foreman	\$ 74.00	per hour
Operator	\$ 71.00	per hour
Laborer	\$ 66.00	per hour

* - Hourly labor and equipment rentals are subject to a four (4) hour minimum.

** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

*** - Standard rental rates will apply to the first eight (8) hours of each day. After eight (8) hours, overtime will apply as follows:

Operators	\$ 29.00	per hour
Laborers	\$ 26.00	per hour

10-12

Effective 07/01/09 - 06/30/10

Sam Hill and Sons, Inc.

BARE RENTAL EQUIPMENT RATES

Cat 330 Excavator	\$ 1,120.00	daily
Compaction Wheel (for 330 Excavator)	\$ 250.00	daily
Cat 314 Excavator	\$ 696.00	daily
Case 590 / John Deere 310 Extendahoe	\$ 424.00	daily
Compaction Wheel (for Extendahoe)	\$ 140.00	daily
Uniloader Bobcat	\$ 424.00	daily
John Deere 650H Dozer w/Slope board	\$ 432.00	daily
Case 480 Gannon Loader Scraper 4x4	\$ 344.00	daily
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 616.00	daily
Cat 950G Loader (4 cu.yd.)	\$ 696.00	daily
Arrow Hydra-Hammer	\$ 384.00	daily
Trencher Cleveland JS-36	\$ 856.00	daily
Cat 112F Motor Grader	\$ 312.00	daily
Case 602 Vibratory Roller	\$ 408.00	daily
Static Sheepsfoot	\$ 200.00	daily
Asphalt Roller (3 ton)	\$ 240.00	daily
Komatsu PC05 Mini Excavator	\$ 280.00	daily
Cat R-80 8,000lb Forklift	\$ 272.00	daily
Dump Truck (6 cu.yd.) plus fuel	\$ 270.00	daily
Dump Truck (10 Wheeler) plus fuel	\$ 300.00	daily
2000 Gallon Water Truck	\$ 328.00	daily
500 Gallon Water Pull Tank	\$ 100.00	daily
Air Compressor with Tools	\$ 226.00	daily
Pierce Arrow Pneumatic Mole	\$ 300.00	daily
Lincoln 200 Amp Arc Welder (plus gas)	\$ 125.00	daily
2500 Generator	\$ 50.00	daily
3" Pump	\$ 75.00	daily
Vibratory Plate	\$ 120.00	daily
Jumping Jack Compactor	\$ 120.00	daily
Oxygen Tester	\$ 50.00	daily

* - All equipment subject to move on and move off rates.

** - Jobs requiring 40-hour certificates for hazardous waste are subject to a rate change.

*** - Rates include all applicable taxes, overhead and profit.

**** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

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CONTRACT NO. 09-011-1

**AMENDMENT NO. 1 TO CONTRACT NO. 09-011
AGREEMENT FOR FACILITIES MAINTENANCE & REPAIR
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
SAM HILL & SONS, INC.**

THIS AGREEMENT is made and entered into this 1st day of July 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 SAM HILL & SONS, INC., a California corporation, hereinafter "CONTRACTOR."

RECITALS

A. On the 1st day of March 2009, a certain contract, hereinafter referred to as Contract No. 09-011, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

B. DISTRICT and CONTRACTOR have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 09-011 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 09-011, 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 from July 1, 2010 until June 30, 2011. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price.


The parties agree the following language shall replace the original provisions of Exhibit 1: Price


"Equipment and labor rates applied to DISTRICT projects shall not exceed CONTRACTOR's published rates on the day a project commences. CONTRACTOR's current rates are attached hereto and made a part hereof by reference. CONTRACTOR agrees to advise DISTRICT of any change in its published rates during the term of this Agreement. In any event, the total of all charges hereunder shall not exceed Four Hundred Fifteen Thousand Dollars (\$415,000.00) without DISTRICT Board of Directors approval."

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

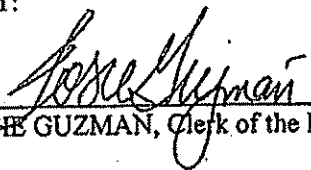
VENTURA REGIONAL SANITATION DISTRICT

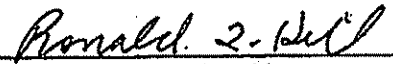
By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By 
CHARLOTTE CRAVEN, Chairman
Board of Directors


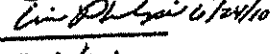
ATTEST:

SAM HILL & SONS, INC.

By 
JOSE GUZMAN, Clerk of the Board

By 
RONALD HILL, President
Tax ID Number: 77-0114981

INTERNAL USE ONLY

Principal Analyst 
Finance Manager  6/24/10
Director of Finance YD 6/24
Fiscal Technician _____

10-15

Effective 07/01/11 - 06/30/12

Sam Hill and Sons, Inc.

OPERATED EQUIPMENT RATES

Cat 330 Excavator	\$ 225.00	per hour
Compaction Wheel (for 330 Excavator)	\$ 40.00	per hour
Cat 314 Offset Excavator	\$ 165.00	per hour
Case 590 / John Deere 310 Extendahoe (Backhoe/Loader)	\$ 128.00	per hour
Extendahoe w/Allied Hoe-Pak	\$ 148.00	per hour
Extendahoe w/Auger	\$ 148.00	per hour
Extendahoe w/Hy-Ram	\$ 200.00	per hour
Extendahoe & Bobtail Dump Truck Combo (1 operator)	\$ 148.00	per hour
Extendahoe & 10 Wheel Dump Truck Combo (1 operator)	\$ 158.00	per hour
Compaction Wheel (for Extendahoe)	\$ 20.00	per hour
Uniloader Bobcat with Hoe or Loader	\$ 128.00	per hour
Uniloader Bobcat with Hy-Ram	\$ 163.00	per hour
Uniloader bobcat with Cold Planer	\$ 172.00	per hour
Komatsu PC05 Mini Excavator	\$ 106.00	per hour
John Deere 650H Dozer w/Slope board	\$ 130.00	per hour
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 152.00	per hour
Cat 950G Loader (4 cu.yd.)	\$ 162.00	per hour
Arrow Hydra-Hammer	\$ 121.00	per hour
Trencher Cleveland JS-36 w/Oiler	\$ 250.00	per hour
Cat 112F Motorgrader	\$ 114.00	per hour
Case 602 Vibratory Roller	\$ 125.00	per hour
Hansen End Dump	\$ 108.00	per hour
50 Ton Lowbed (move-on/off)	\$ 110.00	per hour
50 Ton Lowbed (Green Load)	\$ 116.00	per hour
50 Ton Lowbed (Bonus Purple)	\$ 121.00	per hour
Permit	\$ 54.00	each way
2000 Gallon Water Truck	\$ 111.00	per hour
Gang Truck w/Tools	\$ 40.00	per hour
Foreman	\$ 78.00	per hour
Operator	\$ 75.00	per hour
Laborer	\$ 70.00	per hour

* - Hourly labor and equipment rentals are subject to a four (4) hour minimum.

** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

*** - Standard rental rates will apply to the first eight (8) hours of each day. After eight (8) hours, overtime will apply as follows:

Operators	\$ 32.00	per hour
Laborers	\$ 29.00	per hour

10-16

Effective 07/01/11 - 06/30/12

Sam Hill and Sons, Inc.

BARE RENTAL EQUIPMENT RATES

Cat 330 Excavator	\$ 1,200.00	daily
Compaction Wheel (for 330 Excavator)	\$ 320.00	daily
Cat 314 Excavator	\$ 720.00	daily
Case 590 / John Deere 310 Extendahoe	\$ 424.00	daily
Compaction Wheel (for Extendahoe)	\$ 160.00	daily
Unloader Bobcat	\$ 424.00	daily
John Deere 650H Dozer w/Slope board	\$ 440.00	daily
Case 480 Gannon Loader Scraper 4x4	\$ 344.00	daily
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 616.00	daily
Cat 950G Loader (4 cu.yd.)	\$ 696.00	daily
Arrow Hydra-Hammer	\$ 368.00	daily
Trencher Cleveland JS-36	\$ 800.00	daily
Cat 112F Motor Grader	\$ 312.00	daily
Case 602 Vibratory Roller	\$ 408.00	daily
Static Sheepsfoot	\$ 200.00	daily
Asphalt Roller (3 ton)	\$ 240.00	daily
Komatsu PC05 Mini Excavator	\$ 248.00	daily
Cat R-80 8,000lb Forklift	\$ 280.00	daily
Dump Truck (6 cu.yd.) plus fuel	\$ 300.00	daily
Dump Truck (10 Wheeler) plus fuel	\$ 328.00	daily
2000 Gallon Water Truck	\$ 328.00	daily
500 Gallon Water Pull Tank	\$ 120.00	daily
Air Compressor with Tools	\$ 240.00	daily
Pierce Arrow Pneumatic Mole	\$ 300.00	daily
Lincoln 200 Amp Arc Welder (plus gas)	\$ 160.00	daily
2500 Generator	\$ 50.00	daily
3" Pump	\$ 80.00	daily
Vibratory Plate	\$ 128.00	daily
Jumping Jack Compactor	\$ 128.00	daily
Light Tower	\$ 110.00	daily
Manhole Blower	\$ 50.00	daily
Kickbroom	\$ 200.00	daily
Oxygen Tester	\$ 75.00	daily

* - All equipment subject to move on and move off rates.

** - Jobs requiring 40-hour certificates for hazardous waste are subject to a rate change.

*** - Rates include all applicable taxes, overhead and profit.

**** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

10-17

Effective 07/01/10 - 06/30/11

Sam Hill and Sons, Inc.

OPERATED EQUIPMENT RATES

Cat 330 Excavator	\$ 211.00	per hour
Compaction Wheel (for 330 Excavator)	\$ 42.00	per hour
Cat 314 Offset Excavator	\$ 158.00	per hour
Case 590 / John Deere 310 Extendahoe (Backhoe/Loader)	\$ 124.00	per hour
Extendahoe w/Allied Hoe-Pak	\$ 144.00	per hour
Extendahoe w/Auger	\$ 144.00	per hour
Extendahoe w/Hy-Ram	\$ 192.00	per hour
Extendahoe & Bobtail Dump Truck Combo (1 operator)	\$ 144.00	per hour
Extendahoe & 10 Wheel Dump Truck Combo (1 operator)	\$ 154.00	per hour
Compaction Wheel (for Extendahoe)	\$ 32.00	per hour
Unloader Bobcat with Hoe or Loader	\$ 124.00	per hour
Unloader Bobcat with Hy-Ram	\$ 159.00	per hour
Unloader bobcat with Cold Planer	\$ 168.00	per hour
Komatsu PC05 Mini Excavator	\$ 106.00	per hour
John Deere 650H Dozer w/Slope board	\$ 122.00	per hour
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 148.00	per hour
Cat 950G Loader (4 cu.yd.)	\$ 158.00	per hour
Arrow Hydra-Hammer	\$ 119.00	per hour
Trencher Cleveland JS-36 w/Oiler	\$ 142.00	per hour
Cat 112F Motorgrader	\$ 110.00	per hour
Case 602 Vibratory Roller	\$ 122.00	per hour
Hansen End Dump	\$ 104.00	per hour
50 Ton Lowbed (move-on/off)	\$ 106.00	per hour
50 Ton Lowbed (Green Load)	\$ 112.00	per hour
50 Ton Lowbed (Bonus Purple)	\$ 117.00	per hour
Permit	\$ 52.00	each way
2000 Gallon Water Truck	\$ 107.00	per hour
Gang Truck w/Tools	\$ 39.00	per hour
Foreman	\$ 76.00	per hour
Operator	\$ 73.00	per hour
Laborer	\$ 68.00	per hour

* - Hourly labor and equipment rentals are subject to a four (4) hour minimum.

** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

*** - Standard rental rates will apply to the first eight (8) hours of each day. After eight (8) hours, overtime will apply as follows:

Operators	\$ 31.00	per hour
Laborers	\$ 28.00	per hour

10-18

Effective 07/01/10 - 06/30/11

Sam Hill and Sons, Inc.

BARE RENTAL EQUIPMENT RATES

Cat 330 Excavator	\$ 1,120.00	daily
Compaction Wheel (for 330 Excavator)	\$ 250.00	daily
Cat 314 Excavator	\$ 696.00	daily
Case 590 / John Deere 310 Extendahoe	\$ 424.00	daily
Compaction Wheel (for Extendahoe)	\$ 140.00	daily
Uniloader Bobcat	\$ 424.00	daily
John Deere 650H Dozer w/Slope board	\$ 432.00	daily
Case 480 Gannon Loader Scraper 4x4	\$ 344.00	daily
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 616.00	daily
Cat 950G Loader (4 cu.yd.)	\$ 696.00	daily
Arrow Hydra-Hammer	\$ 384.00	daily
Trencher Cleveland JS-36	\$ 856.00	daily
Cat 112F Motor Grader	\$ 312.00	daily
Case 602 Vibratory Roller	\$ 408.00	daily
Static Sheepfoot	\$ 200.00	daily
Asphalt Roller (3 ton)	\$ 240.00	daily
Komatsu PC05 Mini Excavator	\$ 280.00	daily
Cat R-80 8,000lb Forklift	\$ 272.00	daily
Dump Truck (6 cu.yd.) plus fuel	\$ 270.00	daily
Dump Truck (10 Wheeler) plus fuel	\$ 300.00	daily
2000 Gallon Water Truck	\$ 328.00	daily
500 Gallon Water Pull Tank	\$ 100.00	daily
Air Compressor with Tools	\$ 226.00	daily
Pierce Arrow Pneumatic Mole	\$ 300.00	daily
Lincoln 200 Amp Arc Welder (plus gas)	\$ 125.00	daily
2500 Generator	\$ 50.00	daily
3" Pump	\$ 75.00	daily
Vibratory Plate	\$ 120.00	daily
Jumping Jack Compactor	\$ 120.00	daily
Light Tower	\$ 100.00	daily
Manhole Blower	\$ 50.00	daily
Kickbroom	\$ 200.00	daily
Oxygen Tester	\$ 50.00	daily

- * - All equipment subject to move on and move off rates.
- ** - Jobs requiring 40-hour certificates for hazardous waste are subject to a rate change.
- *** - Rates include all applicable taxes, overhead and profit.
- **** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

10-19

RECEIVED

CONTRACT NO. 09-011-2

2011 JUL 13 AM 11:46

AMENDMENT NO. 2 TO CONTRACT NO. 09-011

VENTURA REGIONAL
SANITATION DISTRICT

AGREEMENT FOR FACILITIES MAINTENANCE & REPAIR

BETWEEN

VENTURA REGIONAL SANITATION DISTRICT

AND

SAM HILL & SONS, INC.

THIS AGREEMENT is made and entered into this 2nd day of June 2011 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 SAM HILL & SONS, INC., a California corporation, hereinafter "CONTRACTOR."

RECITALS

A. On the 1st day of March 2009, a certain contract, hereinafter referred to as Contract No. 09-011, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

B. On the 1st day of July 2010, a certain contract, hereinafter referred to as Contract No. 09-011-1, was executed between DISTRICT and CONTRACTOR for maintenance and/or repair work related to water and wastewater facilities.

B. DISTRICT and CONTRACTOR have agreed additional time and compensation are necessary to complete the work and can be accomplished by amending Contract No. 09-011 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 09-011, 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 I: Term

The term of this Agreement shall be from April 2, 2009 until June 30, 2012. This Agreement may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price.

The parties agree the following language shall replace the original provisions of Exhibit I: Price

"Equipment and labor rates applied to DISTRICT projects shall not exceed CONTRACTOR's published rates on the day a project commences. CONTRACTOR's current rates are attached hereto and made a part hereof by reference. CONTRACTOR agrees to advise DISTRICT of any change in its published rates during the term of this Agreement. In any event, the total of all charges hereunder shall not exceed Six Hundred Fifteen Thousand Dollars (\$615,000.00) without DISTRICT Board of Directors approval."

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

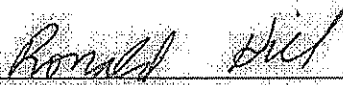
By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By 
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

SAM HILL & SONS, INC.

By 
JOSE GUZMAN, Clerk of the Board

By 
RONALD HILL, President
Tax ID Number: 77-0114981

Effective 07/01/11 - 06/30/12

Sam Hill and Sons, Inc.

OPERATED EQUIPMENT RATES

Cat 330 Excavator	\$ 225.00	per hour
Compaction Wheel (for 330 Excavator)	\$ 40.00	per hour
Cat 314 Offset Excavator	\$ 165.00	per hour
Case 590 / John Deere 310 Extendahoe (Backhoe/Loader)	\$ 128.00	per hour
Extendahoe w/Allied Hoe-Pak	\$ 148.00	per hour
Extendahoe w/Auger	\$ 148.00	per hour
Extendahoe w/Hy-Ram	\$ 200.00	per hour
Extendahoe & Bobtail Dump Truck Combo (1 operator)	\$ 148.00	per hour
Extendahoe & 10 Wheel Dump Truck Combo (1 operator)	\$ 158.00	per hour
Compaction Wheel (for Extendahoe)	\$ 20.00	per hour
Uniloader Bobcat with Hoe or Loader	\$ 128.00	per hour
Uniloader Bobcat with Hy-Ram	\$ 163.00	per hour
Uniloader bobcat with Cold Planer	\$ 172.00	per hour
Komatsu PC05 Mini Excavator	\$ 106.00	per hour
John Deere 650H Dozer w/Slope board	\$ 130.00	per hour
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 152.00	per hour
Cat 950G Loader (4 cu.yd.)	\$ 162.00	per hour
Arrow Hydra-Hammer	\$ 121.00	per hour
Trencher Cleveland JS-36 w/Oiler	\$ 250.00	per hour
Cat 112F Motorgrader	\$ 114.00	per hour
Case 602 Vibratory Roller	\$ 126.00	per hour
Hansen End Dump	\$ 108.00	per hour
50 Ton Lowbed (move-on/off)	\$ 110.00	per hour
50 Ton Lowbed (Green Load)	\$ 116.00	per hour
50 Ton Lowbed (Bonus Purple)	\$ 121.00	per hour
Permit	\$ 54.00	each way
2000 Gallon Water Truck	\$ 111.00	per hour
Gang Truck w/Tools	\$ 40.00	per hour
Foreman	\$ 78.00	per hour
Operator	\$ 75.00	per hour
Laborer	\$ 70.00	per hour

* - Hourly labor and equipment rentals are subject to a four (4) hour minimum.

** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

*** - Standard rental rates will apply to the first eight (8) hours of each day. After eight (8) hours, overtime will apply as follows:

Operators	\$ 32.00	per hour
Laborers	\$ 29.00	per hour

10-22

Effective 07/01/11 - 06/30/12

Sam Hill and Sons, Inc.

BARE RENTAL EQUIPMENT RATES

Cat 330 Excavator	\$ 1,200.00	daily
Compaction Wheel (for 330 Excavator)	\$ 320.00	daily
Cat 314 Excavator	\$ 720.00	daily
Case 590 / John Deere 310 Extendahoe	\$ 424.00	daily
Compaction Wheel (for Extendahoe)	\$ 160.00	daily
Uniloader Bobcat	\$ 424.00	daily
John Deere 650H Dozer w/Slope board	\$ 440.00	daily
Case 480 Gannon Loader Scraper 4x4	\$ 344.00	daily
Case 721 / John Deere 624 Loader (3 cu.yd.)	\$ 616.00	daily
Cat 950G Loader (4 cu.yd.)	\$ 696.00	daily
Arrow Hydra-Hammer	\$ 368.00	daily
Trencher Cleveland JS-36	\$ 800.00	daily
Cat 112F Motor Grader	\$ 312.00	daily
Case 602 Vibratory Roller	\$ 408.00	daily
Static Sheepsfoot	\$ 200.00	daily
Asphalt Roller (3 ton)	\$ 240.00	daily
Komatsu PC05 Mini Excavator	\$ 248.00	daily
Cat R-80 8,000lb Forklift	\$ 280.00	daily
Dump Truck (6 cu.yd.) plus fuel	\$ 300.00	daily
Dump Truck (10 Wheeler) plus fuel	\$ 328.00	daily
2000 Gallon Water Truck	\$ 328.00	daily
500 Gallon Water Pull Tank	\$ 120.00	daily
Air Compressor with Tools	\$ 240.00	daily
Pierce Arrow Pneumatic Mole	\$ 300.00	daily
Lincoln 200 Amp Arc Welder (plus gas)	\$ 160.00	daily
2500 Generator	\$ 50.00	daily
3" Pump	\$ 80.00	daily
Vibratory Plate	\$ 128.00	daily
Jumping Jack Compactor	\$ 128.00	daily
Light Tower	\$ 110.00	daily
Manhole Blower	\$ 50.00	daily
Kickbroom	\$ 200.00	daily
Oxygen Tester	\$ 75.00	daily

* - All equipment subject to move on and move off rates.

** - Jobs requiring 40-hour certificates for hazardous waste are subject to a rate change.

*** - Rates include all applicable taxes, overhead and profit.

**** - Equipment rates subject to a fuel surcharge in the event of surging fuel prices.

10-23