



February 2, 2017

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF VRSD CONTRACT NO. 17-004 WITH J&H ENGINEERING, INC. FOR UPGRADES TO THE FLEET MAINTENANCE SHOP AT THE TOLAND ROAD LANDFILL IN AN AMOUNT NOT TO EXCEED \$ 49,385.20

RECOMMENDATION

Approve, and authorize the Board Chair to sign, proposed VRSD Contract No. 17-004 with J&H Engineering, Inc. for upgrades to the fleet maintenance shop at the Toland Road Landfill for an amount not to exceed \$49,385.20.

FISCAL IMPACT

This proposed expenditure is included in the Fiscal Year 2016-2017 VRSD budget under account 90-490-499927-52310.

BACKGROUND/ANALYSIS

VRSD has been upgrading its ability to perform much of its own maintenance on fleet vehicles and heavy equipment. In 2016, the District hired a mechanic to work at the landfill and assist in the maintenance of the site's heavy equipment. As a result, there have been fewer instances of sending the equipment out to specialty repair facilities, which is realized in savings to the overall repair expenses incurred by the District.

The ability to perform a greater portion of the overall fleet maintenance program requires an upgrade to the shop facilities by constructing a larger concrete pad to service the equipment and vehicles. In accordance with the District's Purchasing Policy for contracting services with an estimated value of \$60,000 or less, Staff requested several local general engineering contractors to provide bids for forming and pouring the larger concrete pad for the fleet maintenance shop.

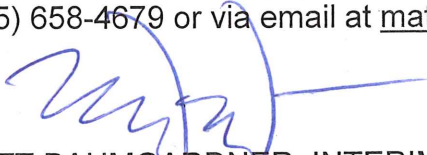
The four bidders are listed as follows:

- | | |
|---|-------------|
| 1. J&H Engineering, Inc. | \$49,385.20 |
| 2. A&A Concrete, Inc. | \$49,800.00 |
| 3. Geske's Hauling Service, Inc. | \$51,800.00 |
| 4. Southwest Concrete Construction, Co. | \$55,200.00 |

In reviewing the bid submittals, J&H Engineering, Inc. not only provided the lowest responsive bid, but also submitted credentials demonstrating substantial project experience with other public agencies.

This letter and the associated contract have been reviewed by VRSD 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.



MATT BAUMGARDNER, INTERIM DIRECTOR OF OPERATIONS

APPROVED FOR FUNDS AVAILABLE:


Vickie Dragan, Director of Finance

APPROVED FOR FEBRUARY 2, 2017 AGENDA:


Chris Theisen - General Manager

Attachment: VRSD Contract No. 17-004

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 17-004**

**AGREEMENT FOR UPGRADES TO FLEET MAINTENANCE SHOP
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
J&H ENGINEERING, INC.**

THIS AGREEMENT is made and entered into this 2nd day of February 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 J&H ENGINEERING, INC., a California Corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

- A. DISTRICT has a need for a CONTRACTOR who has specialized experience in and can perform concrete construction services for the DISTRICT at its Toland Road Landfill.
- B. CONTRACTOR represents that it has the expertise and experience to provide such specialized concrete construction services to the DISTRICT.
- C. DISTRICT has selected CONTRACTOR, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide concrete construction services at its Toland Road Landfill.
- 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 concrete construction services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.
- B. CONTRACTOR shall use its best professional efforts in providing concrete construction services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit "A."
- 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 or extended pursuant to provisions set forth below, this Agreement shall remain in force until the services specified herein have been fully performed or shall automatically terminate on March 31, 2017, whichever occurs first. Upon execution of this Agreement by both Parties, CONTRACTOR shall diligently pursue work to assure completion on a timely basis.

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 is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONTRACTOR, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely 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 schedule of rates set forth in Exhibit "A" 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 and materials 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 \$49,385.20 without written amendment between the Parties in accordance with Article 18 below.

ARTICLE 6: TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR's services at any time with or without cause, regardless of whether CONTRACTOR's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONTRACTOR shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONTRACTOR's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT and its officers, 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 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), 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 \$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 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: SUBCONTRACTORS

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

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 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: TERMS

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

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: Sandra Janotta, Secretary
J&H ENGINEERING, INC.
4065 Mission Oaks Blvd., Suite B
Camarillo, CA 93012

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.

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

VENTURA REGIONAL
SANITATION DISTRICT

J&H ENGINEERING, INC.

By _____
WILLIAM WEIRICK
Chairman of the Board

By Sandra Janotta
SANDRA JANOTTA
Secretary

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

EXHIBIT A

STATEMENT OF WORK & RATE SHEET

The following is the work statement/scope of work to be performed by CONTRACTOR for the DISTRICT under the terms of DISTRICT Contract No. 17-004 and the rates to be charged in connection with CONTRACTOR'S delivery of concrete construction services for DISTRICT at the Toland Road Landfill.

| <u>Tasks</u> | <u>Cost</u> |
|---|---------------------------|
| 1. Mobilization and placement of Contractor's equipment to the DISTRICT site | \$ 1,000.00 |
| 2. Place and compact base material which VRSD shall supply) | \$ 6,865.10 |
| 3. Install trench drain in the concrete slab (connecting to existing sub-drains) with VRSD-supplied materials | \$ 2,700.00 |
| 4. Connect trench drain to existing storm drain line | \$ 750.00 |
| 5. Install rebar which is to be Contractor-supplied), place and finish Concrete, which is VRSD-supplied, with a thickness of 8" including the earthen berm | \$38,070.10 |
| TOTAL | <u>\$49,385.20</u> |