



August 16, 2018

Board of Directors
Ventura Regional Sanitation District
Ventura, California

**APPROVAL OF PROPOSED CONTRACT NO. 18-013 WITH PIRATE STAFFING, INC.
FOR TEMPORARY STAFFING SERVICES**

RECOMMENDATION

Approve, and authorize the Board Chair to sign, proposed Contract No. 18-013 with Pirate Staffing, Inc. for temporary staffing services in an amount not to exceed \$375,820.

FISCAL IMPACT

The funding for this contract is included in the adopted FY 2018-19 District budget under Account Nos. 25-401-400300-52090, 25-452-400801-52090, and 25-210-[various]-52090.

BACKGROUND/ANALYSIS

The District ended its temporary staffing contract with Lockhart Staffing, Inc. on December 31, 2017. Since that time, staffing services have been provided through two agencies – Pirate Staffing, Inc. and Expert Staffing West, Inc. through emergency procurement procedures necessitated by response to the Thomas Fire as outlined in VRSD Purchasing Resolution 89-13. In June 2018, Staff advertised a Request for Proposals (RFP) in the local newspaper and received two proposals from the same two firms that have been providing services since the beginning of 2018: Pirate Staffing and Expert Staffing West. The initial bid proposals were waived due to confusion with the bidder instructions. A new bid was advertised with revised instructions that made it clear where to find the correct prevailing wage determinations for each of the laborer classifications described in the RFP. Final bids were received and opened on July 12, 2018 with the following results:

1. Expert Staffing West \$249,400
2. Pirate Staffing \$375,800

Staff carefully reviewed the two bids due the significant variation between the two amounts. It was critical that the proposed bids demonstrate an understanding of the prevailing wage requirements. In the case of this RFP, there are two separate job classifications. One group of laborers will be working on jobs at the District's landfills, both active and closed sites, but mostly at Toland Road Landfill during periods of cleanup following inclement weather (wind and rain events). The second group of laborers will be

working at different water/wastewater facilities to backfill for staff that are on vacation or to work on special projects that existing clients request of staff.

Each job classification has a distinct prevailing wage determination, as set by the Department of Industrial Relations. The bidding instructions clearly pointed the bidders to which rate should be used by indicating it to be highlighted in yellow and circled in red. In the case of the bids submitted on July 12th, the lowest apparent bidder used the prevailing wage determination for the landfill laborer position as the base for its bid for both job classifications. While this was appropriate for the landfill laborer position, it resulted in a proposed bid for the water/wastewater laborer position that was below the prevailing wage rate by nearly five dollars an hour.

As stated before, it is critical that the submitted bids demonstrate a clear understanding of the prevailing wage rates. Due to the lowest apparent bidder's inability to follow clear directions and subsequent submittal of a bid that is well below the legal wage to be paid a water/wastewater laborer, the lowest apparent bid was deemed to be unresponsive to the RFP. Therefore, it was determined that the next lowest bid submitted by Pirate Staffing would be considered for a new contract for temporary staffing services since it demonstrated a clear understanding of the prevailing wage determination of both job classifications.

Pirate Staffing stepped in following the end of the District's contract with Lockhart Staffing and supplied quality staffing services during the period of recovery following the Thomas Fire. Their laborers were a key component to the successful handling of all the additional truck traffic at the site during the State's cleanup efforts. Staff is confident that Pirate Staffing has the resources to provide responsive and quality laborers under this contract.

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 by phone at (805) 658-4679 or via email at MattBaumgardner@vrsd.com.



MATT BAUMGARDNER, DIRECTOR OF OPERATIONS

APPROVED FOR FUNDS AVAILABLE:



Regina Williams, Interim Director of Finance

APPROVED FOR AGENDA:



Chris Theisen, General Manager

Attachments: 1. Proposed Contract No. 18-013

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 18-013**

**BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
PIRATE STAFFING, INC.
FOR
TEMPORARY STAFFING SERVICES**

THIS CONTRACT is made and entered into this ____ day of _____, 2018 in the County of Ventura, State of California, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and PIRATE STAFFING, INC., a California Corporation (“SUPPLIER”). Together, SUPPLIER and DISTRICT shall be referred to herein as Parties.

RECITALS

- A. NOTICE INVITING SEALED BIDS: The DISTRICT gave Notice Inviting Sealed Bids on June 28, 2018 for bids to be submitted for temporary staffing services (“Project”) by published notice and posting in accordance with applicable state law.
- B. BID OPENING: On July 12, 2018, DISTRICT representatives received and opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD: On August 16, 2018, the DISTRICT Board of Directors awarded the contract for the Project to SUPPLIER and directed DISTRICT staff to send SUPPLIER written Notice of Award of the Project.
- D. The DISTRICT Board of Directors conditioned award of the contract for the Project on SUPPLIER’s providing executed copies of all documents specified in the contract list included in the bid package for the Project within fifteen (15) calendar days of receiving written Notice of Award of the Project.
- E. REQUIRED DOCUMENTS: The SUPPLIER has provided the DISTRICT executed copies of all documents specified in the contract lists included in the bid package within fifteen (15) calendar days of receiving written Notice of Award, unless noted otherwise.

AGREEMENT

In consideration of the promises, terms, conditions, and mutual covenants contained herein, the Parties agree to abide by the following:

ARTICLE 1: SCOPE OF WORK

A. SUPPLIER agrees to supply temporary staffing services, as more fully described and detailed in the DISTRICT’s Bid No. 18-001R REQUEST FOR PROPOSAL FOR A TEMPORARY STAFFING SERVICES FOR LABORERS AT VENTURA REGIONAL SANITATION CONTRACT, attached hereto as Exhibit “1” and incorporated herein by reference as detailed in Article 2 below.

B. SUPPLIER shall provide the services covered by this Contract in strict accordance with all Contract Documents as specified herein. SUPPLIER shall be liable to DISTRICT for any damages arising from SUPPLIER’s failure to fully comply with that obligation, and SUPPLIER shall not be excused with respect to any failure to so

comply by any act or omission of DISTRICT or its representatives, unless such act or omission prevents SUPPLIER from fully complying with the requirements of the Contract Documents, and unless SUPPLIER protests at the time of such alleged prevention that the act or omission is preventing SUPPLIER from fully complying with the Contract Documents. Such protest shall not be effective unless prepared in writing and filed with DISTRICT within three (3) days from the date of occurrence of the act or omission preventing SUPPLIER from fully complying with the terms and conditions of the applicable Contract Documents.

ARTICLE 2: CONTRACT DOCUMENTS

A. This Contract consists of the terms and conditions set forth herein and SUPPLIER's completed and submitted DISTRICT Bid No. 18-001R REQUEST FOR PROPOSAL FOR A TEMPORARY STAFFING SERVICES CONTRACT FOR LABORERS AT VENTURA REGIONAL SANITATION DISTRICT document which is incorporated herein by reference as though set forth in full (Exhibit 1). Collectively, these documents shall be referred to as "Contract Documents." The Ventura Regional Sanitation District Bid No. 18-001 REQUEST FOR PROPOSAL FOR A TEMPORARY STAFFING SERVICES CONTRACT FOR LABORERS AT VENTURA REGIONAL SANITATION DISTRICT document is composed of the following parts:

Section 1: Scope of Work

Section 2: General Requirements

Section 3: Job Classifications

Landfill Laborer

Water/Wastewater Laborer

Section 4: Proposal Requirements

Section 5: Proposal Submission

Section 6: Selection

Section 7: Questions

B. Work required by one or a part of the above Contract Documents and not by others shall be performed by SUPPLIER as if required by all of the Contract Documents.

C. In the unlikely event that there arises a conflict between the terms and conditions of the Contract and the Contract Documents, the terms and conditions of this Contract shall prevail.

ARTICLE 3: TERM

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, SUPPLIER shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2019. This Agreement may be renewed for additional one-year periods, up to a total of four, at DISTRICT's sole option upon acceptance of the then current terms, conditions, and price.

ARTICLE 4: CONTRACT PRICE

A. In consideration of SUPPLIER's performance of services as described herein, DISTRICT shall pay SUPPLIER fees for its services according to the schedule of rates set forth in Exhibit "2" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, SUPPLIER 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 SUPPLIER's invoice for accuracy and agree with SUPPLIER on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay SUPPLIER for all approved work and supplies within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with SUPPLIER 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 SUPPLIER for SUPPLIER's services described herein shall not exceed \$375,820 without written amendment in accordance with Article 7 below.

ARTICLE 5: INDEMNIFICATION AND HOLD HARMLESS

SUPPLIER agrees to defend, indemnify and hold harmless DISTRICT, the property owner, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims including reasonable attorney fees and costs incurred by DISTRICT, and expenses, however caused, resulting directly or indirectly from or connected with SUPPLIER'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 SUPPLIER, 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 6: INSURANCE

SUPPLIER 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.

SUPPLIER shall provide a certificate of such insurance to DISTRICT prior to the start of work. Said certificate shall specifically provide that: (1) DISTRICT is listed as 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 SUPPLIER'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 SUPPLIER use the services of a subcontractor, SUPPLIER shall require that the subcontractor provide and keep in effect identical insurance to that which SUPPLIER is required to provide pursuant to the terms of this Article 6 and shall require that the subcontractor provide a certificate of insurance to SUPPLIER and DISTRICT prior to the time that the subcontractor starts work, which certificate shall be in the same form as SUPPLIER is required to provide to DISTRICT.

ARTICLE 7: AMENDMENTS

Any amendment, modification or variation from the terms of the Agreement shall be in writing and shall be effective only upon mutual approval by SUPPLIER and DISTRICT.

ARTICLE 8: SUSPENSION OR TERMINATION OF SERVICES

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

ARTICLE 9: ASSIGNMENT/INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of SUPPLIER 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 SUPPLIER.

B. SUPPLIER 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. SUPPLIER will supply all tools and instrumentalities required to perform its services under the Agreement.

ARTICLE 10: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of SUPPLIER shall operate as a waiver of the default, of any subsequent or other default by SUPPLIER, 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 11: AUDIT

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

ARTICLE 12: NOTICES

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

To SUPPLIER: Administration
PIRATE STAFFING, INC.
3475 Saviers Road
Oxnard, CA 93033

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 13: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and SUPPLIER 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 14: CALIFORNIA LAW

This Contract shall be interpreted and construed pursuant to the laws of the State of California. Venue for any Superior action arising out of this agreement shall be the County of Ventura.

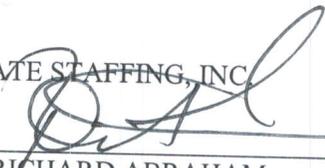
-- The remainder of this page is intentionally left blank --

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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
JAMES MONAHAN
Chairman of the Board

PIRATE STAFFING, INC.

By  _____
RICHARD ABRAHAM
District Manager

ATTEST

By _____
JULIET RODRIGUEZ
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 1

REQUEST FOR PROPOSAL FOR A TEMPORARY STAFFING SERVICES CONTRACT FOR LABORERS AT THE VENTURA REGIONAL SANITATION DISTRICT BID NO. 18-001R

SECTION 1: SCOPE OF WORK

The Ventura Regional Sanitation District (“DISTRICT”) seeks the services of a temporary staffing agency (“SUPPLIER”) to provide general maintenance and cleanup laborers for field operations at our active and closed landfills, as well as at a variety of water/wastewater facilities around Ventura County. The location of the principal facilities are shown below. Work being completed for the water/wastewater division will start at the yard at the Bailard Landfill or the Oak Park Water Service facility, but laborers may be transported by DISTRICT staff to different locations.

1. Toland Road Landfill
3500 Toland Road
Santa Paula, CA 93060
2. Bailard Landfill
4105 West Gonzales Road
Oxnard, CA 93036
3. Tierra Rejada Landfill
Simi Valley, CA
4. Oak Park Water Service
5000 Bishopswood Lane
Oak Park, CA 91377

SECTION 2: GENERAL REQUIREMENTS

1. The Temporary Staffing Services Contract is for a 12-month period with the option to extend annually for a maximum of four additional years at the sole discretion of the DISTRICT. The initial contract will cover the period beginning approximately 7/1/18 through 06/30/19. A copy of the draft contract is attached to this Request for Proposal for your information. Please note that it may be amended or modified prior to it being executed for this matter.
2. All temporary staff should arrive at jobsite wearing clean jeans and work shirt, as well as personal protective equipment (PPE) consisting of an OSHA-compliant safety helmet, and steel-toed boots. The SUPPLIER is responsible for providing this PPE to its employees. Safety vest and gloves, as well as any job-specific PPE, will be provided by the DISTRICT. This PPE must be returned to DISTRICT supervisors at the end of each workday.
3. Laborers should arrive to one of the four (4) locations shown in Section 1, as directed by DISTRICT staff. DISTRICT supervisors will provide direction and daily job assignments. Laborers may be transported to other water/wastewater facilities by DISTRICT personnel.

4. Workdays typically begin at 7am and daily duties should be completed within an 8-hour period. Overtime hours may be required and will be discussed with SUPPLIER, as needed.
5. Specific duties are described in Section 3.
6. All laborers should be paid by SUPPLIER per the updated 2018 Prevailing Wage Determinations as established by the Department of Industrial Relations (DIR). See Appendix A. **Make sure to use the Totally Hour Rate shown on Sheet 1 for Landfill Laborer and on Sheet 2 for Water/Wastewater Laborer. SUPPLIER will need to provide DISTRICT with payroll records on a monthly basis indicating laborers are being paid the correct wage.**
7. Billing to be monthly by invoice, broken down by location and type of services (landfill vs. water/wastewater).
8. Total hours worked by individual temporary staff may not exceed 1000 hours per contract year. SUPPLIER shall produce a table summarizing total cumulative hours worked by each employee as part of each monthly invoice.
9. Length of assignments and duties required will vary. DISTRICT may need general laborers at the landfills for anywhere between 1 to 10 workdays. Assignments at water/wastewater facilities may be longer in duration.
10. Hours shown in the bid form to be filled out by interested bidders are an estimate only and not a guarantee of volume of work to be awarded during a typical contract year.

SECTION 3: JOB CLASSIFICATIONS

Landfill Laborer

This position will perform work or duties typically needed at the Toland Road Landfill, but also includes work at the DISTRICT's closed landfills.

Typical duties include: general cleanup of the site, pickup of wind-blown litter, line trimming of vegetation, maintenance of stormwater best management practices (BMPs) (includes, but is not limited to, setting and removing sand bags, excavation and removal of accumulated soil, placing erosion control material on slopes), manual compaction of soil in limited access areas, and setting of fence posts, and other landfill activities as directed by DISTRICT supervisors. Necessary hand tools for such work will be provided by DISTRICT.

Water/Wastewater Laborer

This position will perform a variety of routine tasks associated with water/wastewater facilities including custodial, groundskeeping, and building maintenance. This typically involves sweeping and cleanup of buildings, roadways, and equipment; cleaning and picking up litter around plant facilities; brush clearing, weeding, and basic landscape maintenance; and cleaning, washing, and fueling of vehicles. Necessary hand tools will be provided by DISTRICT.

SECTION 4: PROPOSAL REQUIREMENTS

Proposals shall include completion of the bid form, and submittal in blue envelope provided by the DISTRICT. These may be picked up in person at the address shown in Section 5.

SECTION 5: PROPOSAL SUBMISSION

Clerk of the Board
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003-0704

Proposals shall be submitted by mail, courier, or hand-delivery by **2:00 p.m. on July 12, 2018.**

SECTION 6: SELECTION

The selection of the SUPPLIER'S services will be based upon the lowest responsive bid, as shown on the Bid Form.

DISTRICT reserves the right to reject any and all proposals that are considered unacceptable by DISTRICT, or to waive any minor irregularities if so deemed by DISTRICT for any reason.

SECTION 7: QUESTIONS

Any questions regarding this RFP may be directed to Melissa Grisales at melissagrisales@vrsd.com. Responses to questions will be sent out to all bidders as an addendum. All bidders must acknowledge receipt of any addenda on their bid proposal form.

APPENDIX A

PREVAILING WAGE DETERMINATIONS

Appendix A - Sheet 1 (Use total hourly rate circled in red for Landfill Laborer)

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS
CRAFT: LANDFILL WORKER (OPERATING ENGINEER)

DETERMINATION: SC-63-12-41-2018-1

ISSUE DATE: February 22, 2018

EXPIRATION DATE OF DETERMINATION: March 31, 2018* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

CLASSIFICATION (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare ^a	Pension	Vacation/Holiday	Training	Other Payments ^b	Hours	Total Hourly Rate	Daily 1 1/2X	Saturday ^c 1 1/2X	Sunday/Holiday 2X
Mechanic Lead Equipment Operator	\$22.15	\$4.21	\$1.05	\$1.78	\$.06	\$3.80	8	\$33.05	\$44.125	\$44.125	\$55.20
Lead Truck Driver/ Equipment Operator	20.15	4.12	.95	1.61	.06	3.44	8	30.33	40.405	40.405	50.48
Truck Driver - End Dump/Walking Floor/Low Bed	18.15	4.02	.85	1.44	.06	3.08	8	27.60	36.675	36.675	45.75
Truck Driver - Roll Off/Transfer Station Loader Operator/Maintenance/Fueler/Mechanic Helper	17.15	3.98	.80	1.35	.06	2.90	8	26.24	34.815	34.815	43.39
Scale House Load Checker/Water Truck Driver/Parts Runner	16.15	3.93	.75	1.27	.06	2.72	8	24.88	32.955	32.955	41.03
Laborer	11.15 11.00	3.70 3.61	.50 .40	.85 .68	.06 .06	1.81 1.45	8 8	18.07 17.20	23.645 22.70	23.645 22.70	29.22 28.20

^a Includes an amount for Sick Leave.

^b Amount for employee stock ownership.

^c Rate applies to the sixth consecutive day of work.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director - Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Travel and/or subsistence requirements for current or superseded determinations may be obtained from the Office of the Director - Research Unit at (415) 703-4774.

GENERAL PREVAILING WAGE APPRENTICE RATES

APPRENTICE INFORMATION

Determination: **2018-1**

Issue Date: **08-22-2017**

Expire Date: **07-31-2018** *

Page: **1**

Craft/Classification: **Laborer**

Appendix A - Sheet 2 (Use total hourly rate circled in red for Water/Wastewater Laborer)

3077 7197

Counties: Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura

Period	Duration Months	OJT Hours	Hourly Basic Rate	Health & Welfare	Pension	Vacation /Holiday	Training	Other	Hourly Total Rate
1		500	\$18.100	\$4.980	\$1.510	\$3.210	\$.690	\$.610	\$29.100
2		500	\$19.900	\$4.980	\$1.510	\$3.210	\$.690	\$.610	\$30.900
3		500	\$21.710	\$4.980	\$1.510	\$3.210	\$.690	\$.610	\$32.710
4		500	\$25.330	\$4.980	\$1.510	\$3.210	\$.690	\$.610	\$36.330
5		500	\$28.950	\$4.980	\$1.510	\$3.210	\$.690	\$.610	\$39.950
6		500	\$30.760	\$4.980	\$1.510	\$3.210	\$.690	\$.610	\$41.760

Footnote(s):

Note: Apprentice rates are based on JM Laborer Group V rates.

Vacation -- Includes an amount for supplemental dues.

Other -- Includes amounts for Center for Contract Compliance, Industry Fund, and Administrative Trust Fund, Contract Administration Fund and Partnership for Jobs Industry Advancement Fund.

Apprentice Prevailing Wage Rates are paid only to apprentices registered with the State of California, Division of Apprenticeship Standards, for work the registered apprentice performs in his/her specific craft or trade. You may check whether an Apprentices is registered at <http://www.dir.ca.gov/DAS/appcertpw/AppCertSearch.asp>

VENTURA REGIONAL SANITATION DISTRICT

1001 Partridge Drive, Suite 150, Ventura, CA 93003-5562

BID FORM

TEMPORARY STAFFING SERVICES

The Ventura Regional Sanitation District (DISTRICT) invites your bid on the items described below. Please fill in all blank spaces. Failure to complete this form in its entirety may result in rejection of bid.

In compliance with the Notice Inviting Bids, a copy of which is attached, the undersigned has carefully examined the specifications and hereby proposes to perform and complete all the services referred to in said Notice Inviting Bids.

Bid Due: 2:00 p.m., July 12, 2018

Furnish and deliver the following temporary staff in accordance with sections outlined in this RFP:

	Hours	Hourly Rate	Total
Landfill Laborer	4,000		
Water/Wastewater Laborer	6,000		
		Total Bid:	

TOTAL BID PRICE (IN WRITING)

SUPPLIERS NAME

Prices quoted are firm for contract period.

Quantities of hours are for estimate only and not a guarantee of work volume.

Please acknowledge receipt of any addenda by listing the addendum number and the date received on the following line (for example: Addendum #1 received on July 1, 2018, Addendum #2 received on July 5, 2018). Failure to acknowledge the addenda in this manner may result in bid being rejected.

Please list addenda here:

VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150, Ventura, CA 93003-5562

BID FORM (Continued)

TEMPORARY STAFFING SERVICES

Company: _____

Date: _____

Address: _____

Phone: _____

Name: _____

Signature: _____

THIS IS AN INQUIRY ONLY, NOT AN ORDER.

REQUEST FOR BID SUBJECT TO ATTACHED TERMS AND CONDITIONS

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 18-013**

**BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
(SUPPLIER NAME)
FOR
TEMPORARY STAFFING SERVICES**

THIS CONTRACT is made and entered into this ____ day of July, 2018 in the County of Ventura, State of California, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and SUPPLIER NAME, a California Corporation (“SUPPLIER”). Together, SUPPLIER and DISTRICT shall be referred to herein as Parties.

RECITALS

- A. NOTICE INVITING SEALED BIDS: The DISTRICT gave Notice Inviting Sealed Bids on May 25, 2018 for bids to be submitted for temporary staffing services (“Project”) by published notice and posting in accordance with applicable state law.
- B. BID OPENING: On July 12, 2018, DISTRICT representatives received and opened the bids for the Project and read the bids aloud.
- C. PROJECT AWARD: On July __, 2018, the DISTRICT Board of Directors awarded the contract for the Project to SUPPLIER and directed DISTRICT staff to send SUPPLIER written Notice of Award of the Project.
- D. The DISTRICT Board of Directors conditioned award of the contract for the Project on SUPPLIER’s providing executed copies of all documents specified in the contract list included in the bid package for the Project within fifteen (15) calendar days of receiving written Notice of Award of the Project.
- E. REQUIRED DOCUMENTS: The SUPPLIER has provided the DISTRICT executed copies of all documents specified in the contract lists included in the bid package within fifteen (15) calendar days of receiving written Notice of Award, unless noted otherwise.

AGREEMENT

In consideration of the promises, terms, conditions, and mutual covenants contained herein, the Parties agree to abide by the following:

ARTICLE 1: SCOPE OF WORK

- A. SUPPLIER agrees to supply temporary staffing services, as more fully described and detailed in the DISTRICT’s Bid No. 18-001 REQUEST FOR PROPOSAL FOR A TEMPORARY STAFFING SERVICES FOR LABORERS AT VENTURA REGIONAL SANITATION CONTRACT, attached hereto as Exhibit “1” and incorporated herein by reference as detailed in Article 2 below.

B. SUPPLIER shall provide the services covered by this Contract in strict accordance with all Contract Documents as specified herein. SUPPLIER shall be liable to DISTRICT for any damages arising from SUPPLIER's failure to fully comply with that obligation, and SUPPLIER shall not be excused with respect to any failure to so comply by any act or omission of DISTRICT or its representatives, unless such act or omission prevents SUPPLIER from fully complying with the requirements of the Contract Documents, and unless SUPPLIER protests at the time of such alleged prevention that the act or omission is preventing SUPPLIER from fully complying with the Contract Documents. Such protest shall not be effective unless prepared in writing and filed with DISTRICT within three (3) days from the date of occurrence of the act or omission preventing SUPPLIER from fully complying with the terms and conditions of the applicable Contract Documents.

ARTICLE 2: CONTRACT DOCUMENTS

A. This Contract consists of the terms and conditions set forth herein and SUPPLIER's completed and submitted DISTRICT Bid No. 18-001 REQUEST FOR PROPOSAL FOR A TEMPORARY STAFFING SERVICES CONTRACT FOR LABORERS AT VENTURA REGIONAL SANITATION DISTRICT document which is incorporated herein by reference as though set forth in full (Exhibit 1). Collectively, these documents shall be referred to as "Contract Documents." The Ventura Regional Sanitation District Bid No. 18-001 REQUEST FOR PROPOSAL FOR A TEMPORARY STAFFING SERVICES CONTRACT FOR LABORERS AT VENTURA REGIONAL SANITATION DISTRICT document is composed of the following parts:

Section 1: Scope of Work

Section 2: General Requirements

Section 3: Job Classifications

Landfill Laborer

Water/Wastewater Laborer

Section 4: Proposal Requirements

Section 5: Proposal Submission

Section 6: Selection

Section 7: Questions

B. Work required by one or a part of the above Contract Documents and not by others shall be performed by SUPPLIER as if required by all of the Contract Documents.

C. In the unlikely event that there arises a conflict between the terms and conditions of the Contract and the Contract Documents, the terms and conditions of this Contract shall prevail.

ARTICLE 3: TERM

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, SUPPLIER shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2019. This Agreement may be renewed for additional one-year periods, up to a total of four, at DISTRICT's sole option upon acceptance of the then current terms, conditions, and price.

ARTICLE 4: CONTRACT PRICE

A. In consideration of SUPPLIER's performance of services as described herein, DISTRICT shall pay

SUPPLIER fees for its services according to the schedule of rates set forth in Exhibit "2" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, SUPPLIER 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 SUPPLIER's invoice for accuracy and agree with SUPPLIER on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay SUPPLIER for all approved work and supplies within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with SUPPLIER 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 SUPPLIER for SUPPLIER's services described herein shall not exceed \$ _____ without written amendment in accordance with Article 7 below.

ARTICLE 5: INDEMNIFICATION AND HOLD HARMLESS

SUPPLIER agrees to defend, indemnify and hold harmless DISTRICT, the property owner, and its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims including reasonable attorney fees and costs incurred by DISTRICT, and expenses, however caused, resulting directly or indirectly from or connected with SUPPLIER'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 SUPPLIER, 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 6: INSURANCE

SUPPLIER 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.

SUPPLIER shall provide a certificate of such insurance to DISTRICT prior to the start of work. Said certificate shall specifically provide that: (1) DISTRICT is listed as 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 SUPPLIER'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 SUPPLIER use the services of a subcontractor, SUPPLIER shall require that the subcontractor provide and keep in effect identical insurance to that which SUPPLIER is required to provide pursuant to the terms of this Article 6 and shall require that the subcontractor provide a certificate of insurance to SUPPLIER and DISTRICT prior to the time that the subcontractor starts work, which certificate shall be in the same form as SUPPLIER is required to provide to DISTRICT.

ARTICLE 7: AMENDMENTS

Any amendment, modification or variation from the terms of the Agreement shall be in writing and shall be

effective only upon mutual approval by SUPPLIER and DISTRICT.

ARTICLE 8: SUSPENSION OR TERMINATION OF SERVICES

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

ARTICLE 9: ASSIGNMENT/INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of SUPPLIER 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 SUPPLIER.

B. SUPPLIER 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. SUPPLIER will supply all tools and instrumentalities required to perform its services under the Agreement.

ARTICLE 10: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of SUPPLIER shall operate as a waiver of the default, of any subsequent or other default by SUPPLIER, 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 11: AUDIT

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

ARTICLE 12: NOTICES

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

To SUPPLIER: (Name)
(SUPPLIER)
(ADDRESS 1)
(ADDRESS 2)

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 13: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and SUPPLIER 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 14: CALIFORNIA LAW

This Contract shall be interpreted and construed pursuant to the laws of the State of California. Venue for any Superior action arising out of this agreement shall be the County of Ventura.

-- 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

(SUPPLIER)

By _____
JAMES MONAHAN
Chairman of the Board

By _____
(NAME)
(Title)

ATTEST

By _____
JULIET RODRIGUEZ
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 2
TERMS & CONDITIONS**

Terms: Net 30 days

Furnish and deliver the following temporary staff in accordance with sections outlined in Bid No. 18-001R:

	Hours	Hourly Rate	Total
Landfill Laborer	4,000		
Water/Wastewater Laborer	6,000		
		Total Bid:	

Prices quoted are firm for contract period, include all delivery costs and are exclusive of applicable taxes.

The contract may include services requested by DISTRICT but not specifically included herein. All such service agreements shall be in writing and agreed to by the parties.

Billing Instructions - Submit an invoice in duplicate for each month in which service is provided. Invoices should reference Contract No. 18-001 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 SUPPLIER's invoice.

In the performance of the terms of this Agreement, SUPPLIER 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.

This page is intentionally blank