













## **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 or AMENDMENT**

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:                Scott Anderson, Vice President  
   SAM HILL & SONS, INC.  
   P.O. 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 20: EXECUTION IN COUNTERPARTS**

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

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

VENTURA REGIONAL  
SANITATION DISTRICT

SAM HILL & SONS, INC.

By \_\_\_\_\_  
KEVIN KILDEE  
Chairman of the Board

By  \_\_\_\_\_  
SCOTT ANDERSON  
Vice President

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,  
MATHEWS, VANCONAS & ZIRBEL, LLP

By \_\_\_\_\_  
ROBERT N. KWONG  
Legal Counsel for District

ATTEST:

By \_\_\_\_\_  
JULIET RODRIGUEZ  
Clerk of the Board

## EXHIBIT A

### STATEMENT OF WORK & RATE SHEET

The following summarizes the work statement/scope of work to be performed by CONTRACTOR for this Agreement and the rates to be charged in connection with CONTRACTOR'S delivery of water and sewer maintenance and repair services related to the DISTRICT's provision of operation and maintenance services to water and wastewater facilities.

1. CONTRACTOR, as requested by DISTRICT, shall complete water and sewer maintenance and repair services during the term of this Agreement on a timely basis as determined by DISTRICT.
2. DISTRICT and CONTRACTOR shall meet and confer to discuss each water and sewer maintenance project prior to commencing work under this Agreement.
3. Prior to the commencement of any work pursuant to this Agreement, CONTRACTOR shall obtain and DISTRICT shall provide CONTRACTOR with a written authorization to proceed, which shall include a brief project description, as well as work schedules, the required completion date, and the total amount to be paid by DISTRICT to CONTRACTOR for the project.
4. CONTRACTOR shall provide water and sewer maintenance and repair services as directed and authorized by the DISTRICT, at the rates shown on the following pages, for a total cost not to exceed \$250,000.

**OPERATED EQUIPMENT RATES**

Effective 07/01/19 thru 06/30/20

Cat 336 Excavator	\$ 280.00	per hour
Cat 330 Excavator	\$ 270.00	per hour
Compaction Wheel (330)	\$ 42.00	per hour
Cat 321 Excavator	\$ 217.00	per hour
Compaction Wheel (321)	\$ 40.00	per hour
Cat 314 Offset Excavator	\$ 195.00	per hour
Compaction Wheel (314)	\$ 38.00	per hour
Bobcat 430 Excavator	\$ 157.00	per hour
Case 580 / 590 Extendahoe (Backhoe/Loader)	\$ 159.00	per hour
Compaction Wheel (for Extendahoe/Backhoe)	\$ 22.00	per hour
Extendahoe w/Paving Box	\$ 187.00	per hour
Extendahoe w/Allied Hoe-Pak	\$ 177.00	per hour
Extendahoe w/Auger	\$ 177.00	per hour
Extendahoe w/Hy-Ram	\$ 229.00	per hour
Extendahoe & Bobtail Dump Truck Combo (1 operator)	\$ 177.00	per hour
Extendahoe & 10 Wheel Dump Truck Combo (1 operator)	\$ 189.00	per hour
Uniloader Bobcat with Hoe or Loader	\$ 157.00	per hour
Uniloader Bobcat with Hy-Ram	\$ 192.00	per hour
Uniloader Bobcat with Cold Planer/Asphalt Grinder	\$ 201.00	per hour
John Deere 650H Dozer w/Slope board	\$ 172.00	per hour
Cat 938K / 950G Loader (4 cu.yd.)	\$ 191.00	per hour
Cat 930K Loader (side dump)	\$ 182.00	per hour
Cat 112F Motorgrader	\$ 143.00	per hour
Hansen End Dump	\$ 129.00	per hour
50 Ton Lowbed (move-on/off)	\$ 134.00	per hour
50 Ton Lowbed (Green Load)	\$ 139.00	per hour
50 Ton Lowbed (Bonus Purple)	\$ 142.00	per hour
Permit	\$ 90.00	each way
2000 Gallon Water Truck	\$ 130.00	per hour
Gang Truck w/Tools	\$ 50.00	per hour
Foreman	\$ 110.00	per hour
Operator	\$ 104.00	per hour
Laborer	\$ 84.00	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	\$ 41.00	per hour
Laborers	\$ 36.00	per hour

**BARE RENTAL EQUIPMENT RATES**Effective 07/01/19 thru 06/30/20

Cat 336 Excavator	\$ 1,408.00	daily
Cat 330 Excavator	\$ 1,328.00	daily
Compaction Wheel (330)	\$ 336.00	daily
Cat 321 Excavator	\$ 904.00	daily
Compaction Wheel (321)	\$ 304.00	daily
Cat 314 Excavator	\$ 728.00	daily
Compaction Wheel (314)	\$ 304.00	daily
Bobcat 430 Excavator	\$ 424.00	daily
Case 580 / 590 Extendahoe	\$ 440.00	daily
Compaction Wheel (for Extendahoe/Backhoe)	\$ 176.00	daily
Unloader Bobcat	\$ 424.00	daily
John Deere 650H Dozer w/Slope board	\$ 544.00	daily
Cat 938K / 950G Loader (4 cu.yd.)	\$ 696.00	daily
Cat 930K Loader (side dump)	\$ 624.00	daily
Cat 112F Motorgrader	\$ 312.00	daily
Static Sheepsfoot	\$ 200.00	daily
Asphalt Roller (3 ton) DD-24	\$ 280.00	daily
Asphalt Roller (Double Drum Walk Behind)	\$ 240.00	daily
Cat R-80 8,000lb Forklift	\$ 280.00	daily
Dump Truck (6 cu.yd.) plus fuel	\$ 320.00	daily
Dump Truck (10 Wheeler) plus fuel	\$ 400.00	daily
Dump Trailer	\$ 80.00	daily
2000 Gallon Water Truck	\$ 368.00	daily
500 Gallon Water Pull Tank (Water Buffalo)	\$ 144.00	daily
Air Compressor with Tools	\$ 240.00	daily
Pierce Arrow Pneumatic Mole (Pneuma-Gopher)	\$ 300.00	daily
Lincoln 200 Amp Arc Welder (plus gas)	\$ 160.00	daily
2500 Generator	\$ 50.00	daily
3" Pump w/Suction hose & 25' Discharge hose	\$ 80.00	daily
Vibratory Plate	\$ 144.00	daily
Jumping Jack Compactor (Whacker)	\$ 144.00	daily
Arrow Board	\$ 120.00	daily
Light Tower	\$ 110.00	daily
Manhole Blower	\$ 50.00	daily
Oxygen/Gas Tester (for confined space entry)	\$ 75.00	daily
Hepa Vacuum (Silica Law)	\$ 200.00	daily
Tri-pod w/Wench & Harness	\$ 150.00	daily
Roto Hammer	\$ 40.00	daily
Diamond Blade (Power saw concrete cutting)	\$ 50.00	each
Sewer Cleaning Rope Reel	\$ 20.00	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.