

# City of Ferndale

POB 1095; Ferndale CA 95536

INCORPORATED 1893



## REQUEST FOR PROPOSAL FOR DISPOSAL OF BIOSOLIDS

**Release Date: May 8, 2013**

**Deadline for Submission: Monday, May 20, 2013; 3:00pm**

Contact:

Steve Coppini, Chief Plant Operator 707.786.9694 [chiefoperator@ci.ferndale.ca.us](mailto:chiefoperator@ci.ferndale.ca.us) or  
Nancy Kaytis-Slocum, City Clerk 707.786.4224 [cityclerk@ci.ferndale.ca.us](mailto:cityclerk@ci.ferndale.ca.us)

Request for Proposal  
DISPOSAL OF BIOSOLIDS

834 Main Street \* P.O. Box 1095 \* Ferndale CA 95536  
Phone 707-786-4224 \* Fax 707-786-9314  
Email: [cityclerk@ci.ferndale.ca.us](mailto:cityclerk@ci.ferndale.ca.us) \* Webpage <http://ci.ferndale.ca.us>

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## City of Ferndale REQUEST FOR PROPOSAL FOR DISPOSAL OF BIOSOLIDS

Notice is hereby given that proposals will be received by the City of Ferndale for the disposal of biosolids generated at the City's Wastewater Treatment Plant.

Qualified individuals or firms will have broad expertise in the disposal of wastewater biosolids including but not limited to; marketing, packaging, bulk land application, and transport and disposal.

Prospective firms are encouraged to carefully read the Request for Proposal in its entirety. Attached are the Project Description, Time of Completion, Scope of Work, Proposal Submission Requirements, Acceptance Criteria and Legal Obligations, Selection Process, and Appendix.

### **Inquiries regarding this Request for Proposal shall be directed to:**

Steve Coppini, Chief Plant Operator [chiefoperator@ci.ferndale.ca.us](mailto:chiefoperator@ci.ferndale.ca.us)  
(707) 786-9694

or Nancy Kaytis-Slocum, City Clerk [cityclerk@ci.ferndale.ca.us](mailto:cityclerk@ci.ferndale.ca.us)  
(707) 786-4224

### **Firms responding to this solicitation shall submit two (2) copies of their Proposals to:**

City of Ferndale  
C/O Steve Coppini  
PO Box 1095  
Ferndale, CA 95536

### **Proposals must be received at the office listed above by:**

**3:00pm, Monday, May 20, 2013**

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DISPOSAL OF BIOSOLIDS

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**REQUEST FOR PROPOSAL  
DISPOSAL OF BIOSOLIDS**

**PROJECT DESCRIPTION**

The City of Ferndale wishes to enter into a contract with qualified individuals or firms (Contractor) for the transportation and disposal of its wastewater biosolids. Biosolids are an end product of the City's wastewater treatment operations.

Annually the City produces approximately 50,000 dry pounds aerobically digested and dewatered biosolids.

**SCOPE OF WORK**

The Scope of Work consists of the transportation and final disposal of the city's biosolids. The term of the contract will be negotiated with the successful Contractor.

The Contractors transportation, handling and disposal of the City's biosolids must be in accordance with all applicable Federal, State, and Local rules and regulations.

The City intends to load the biosolids into the Contractors transportation equipment. It is incumbent upon the Contractor to ensure that their transportation equipment is compatible with the City's facilities and equipment.

The Contractor shall maintain and keep all trucking manifests and end of use records related to said disposal. Contractor shall provide a monthly report to the City, due and by the 25th of the following month. This report shall include the trucking manifests, quantities handled, and ultimate end use of the City's biosolids.

Records of biosolids parameter analysis and the biosolids treatment process are available to prospective bidders by contacting Steve Coppini, chief plant operator.

**I. TIME OF IMPLEMENTATION**

City staff has set a goal of June, 2013 for finalizing the contract. The City desires that the removal of the stockpiled biosolids be completed a minimum of once a month.

If timelines presented in this Request for Proposal do not present a reasonable timeframe for completion of the work, the Contractor's proposal shall include an alternate timeline.

Request for Proposal  
DISPOSAL OF BIOSOLIDS



## II. PROPOSAL SUBMISSION REQUIREMENTS

Proposals should be as concise as possible and shall contain, at a minimum, the information requested below. Additional materials, including detailed resumes and brochures, may be submitted as an attached appendix. Brochures and marketing materials not directly related to specific experience with the proposed Scope of Work shall not be submitted. Any exceptions to the requirements stated herein shall be clearly explained.

### Proposals shall include the following:

1. An introductory letter, addressed to the/Chief Plant Operator, containing the firm's mailing address, telephone number, fax number, type of ownership, and the name of the person to contact regarding the proposal. This letter shall be signed by an official authorized to bind the firm, shall express the Contractor's interest in the work, and shall contain a statement to the effect that the proposal is valid for at least 120 days.
2. Identification and role of key personnel to be assigned to all phases of the project, including their backgrounds and experience. The proposal shall include a project team organization chart and shall be specific in identifying the nature and extent of each person's participation in the contracted tasks.
3. A detailed description of the Contractor's approach to the project as described in the Scope of Work. The description shall convey the Contractor's basic understanding of the work to be accomplished.
4. A statement of the Contractor's ability to perform services within the required time of completion, including an estimated schedule of time and tasks for carrying out the contract.
5. A minimum of two references for which the Contractor has provided similar services during the previous five years. If the project team includes subcontractors, clearly state which firm was responsible for each specific project reference, and identify any previous projects that were jointly completed.
6. A statement that all contractors involved have or will have the necessary insurance coverage noted in *The Agreement* referred to as Exhibit A. The Contractor should also address the acceptability of *The Agreement*. Any deviations or modifications to the *Agreement* should be noted and justified.

A statement of compensation. The statement of compensation shall be presented as a price per dry pound. The statement of compensation shall be valid for 120 days from the submission deadline.

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Two (2) copies of the Proposal shall be provided in the manner prescribed herein.

## Additional Efforts

If, in the professional judgment of the qualifying firm, additional work over and above that presented in the Scope of Work is necessary, this additional work shall be described in a separate section of the Proposal. Provide a corresponding schedule and estimate of work and deliverables with justification in the proposal and statement of compensation.

## **III. ACCEPTANCE CRITERIA AND LEGAL OBLIGATIONS**

Submittals that do not contain the requisite number of copies and all information requested may be considered non-responsive and rejected without evaluation. Submittals received after the deadline or at an incorrect location will be considered non-responsive and rejected. Faxed or emailed copies will not be accepted. However, the City reserves the right to waive minor irregularities in a firm's submittal if deemed in the best interest of the City. The City reserves the right to reject any or all submittals if they are deemed inappropriate or inadequate.

The City will not pay for any costs incurred by any firm or persons submitting a proposal in response to this solicitation. The City reserves the right to reject, modify, or cancel, in part or in its entirety, this Request for Proposal at any time. All data, documents, and other products used during completion of this project shall remain in the public domain. Similarly, all responses to this Request for Proposal shall become the property of the City and will be retained or disposed of accordingly.

By submitting a response to this solicitation, the Contractor waives all rights to seek any legal remedies, whatsoever, regarding any aspect of this Request for Proposal, the selection by the City of a Contractor, and the rejection by the City of any and all Proposals. The City also reserves the right to negotiate any price or provisions, accept any part or all parts of any or all submittals, whichever is in the best interest of the City and the public.

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## IV. SELECTION PROCESS

A Selection Committee will evaluate each Proposal based upon the criteria listed below:

<u>Criteria</u>	<u>Points</u>
Experience of firm on similar projects	25
Experience and competence of key individuals with similar projects	15
General understanding of the work to be accomplished and overall approach to the services requested	20
Responsiveness to proposal requirements and overall written proposal	15
Statement of compensation	25
<hr/>	
Total Points:	100

Submittals that are easy to understand, brief, and specific as to the services to be provided will receive high rankings. Interviews may be scheduled with up to four of the highest scoring firms, and information derived therefrom shall be treated on a confidential basis.

The selected Contractor will be asked to enter into negotiations to finalize the work scope, schedule, and final compensation. If negotiations are successful, the City will enter into a written contract with Contractor for executing the proposed services under the agreed upon Scope of Work.

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**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN  
THE CITY OF FERNDALE  
AND**

THIS AGREEMENT FOR CONTRACT SERVICES (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OFFERNDALE, a municipal corporation ("**City**") and \_\_\_\_\_ ("**Contractor**").

In consideration of the mutual covenants and conditions set forth herein, the parties agree to the "Terms and Conditions" as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 16 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period to be negotiated between the Contractor and the City.

Section 2. Scope of Work. Contractor agrees to perform the services set forth in Exhibit "A" (Scope of Work) and made a part of this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Contractor. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement.

Section 3. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the approved and accepted proposal and made a part of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all biosolids received, including all trucking manifests and end of use records related to said disposal. The invoice shall detail charges by the following categories: Contractor, Volume of biosolids received, unit of measure, i.e. "pounds", "cubic yards", etc., and Total cost. City shall independently review each invoice submitted by Contractor to determine whether all records are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges are disputed, the invoice shall be approved and paid according to the terms set forth in subsection

(c) In the event City disputes any charges or expenses, City shall return the original invoice to Contractor with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Work.

(d) Except as to any charges by Contractor, which are disputed by City, City will cause Contractor to be paid within forty-five (45) days of receipt of Contractor's invoice. In the



same manner, except as to any charges by City, which are disputed by Contractor, Contractor will cause City to be paid within forty-five (45) days of receipt of City's invoice.

(e) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

(f) Contractor shall have the right to suspend services if not paid in accordance with this Agreement. In the same manner, City shall have the right to suspend services if not paid in accordance with this Agreement.

#### Section 4. Contractor's Books and Records.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement. The City shall compensate the Contractor for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

#### Section 5. Status of Contractor.

(a) Contractor is and shall at all times during the terms of this Agreement, remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.



(b) The personnel performing the services under this Agreement on behalf of Contractor shall at all times, be under Contractor exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Contractor nor any of Contractor's officers, employees, or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

Section 6. Standard of Performance. Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

Section 7. Compliance With Applicable Laws, Permits and Licenses. Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Contractor. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Contractor to comply with this section.

Section 8. Nondiscrimination. Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 9. Unauthorized Aliens. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 10. Conflicts of Interest. Contractor agrees to at all times, avoid conflicts of interest with the interests of the City in the performance of this Agreement.



Section 11. Confidential Information; Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall be compensated for all costs associated with complying with this section.

Section 12. Indemnification. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8) Contractor shall indemnify, defend and hold harmless the City and its officers, elected and appointed officials, employees and volunteers ("City entities") from and against all claims, damages, injuries, losses and expenses including costs, attorney fees, expert Contractor and expert witness fees arising out of, pertaining to or relating to, the negligence, recklessness or willful misconduct of Contractor, any sub-contractor, or anyone employed or utilized by any of them, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. Negligence, recklessness or willful misconduct of any subcontractor employed by Contractor shall be conclusively deemed to be the negligence, recklessness or willful misconduct of Contractor unless adequately corrected by Contractor. The provisions of this Section 5 shall survive completion of Contractor's services or the termination of this Agreement.

Section 13. Insurance. Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Agreement

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Contractor, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Manager. Contractor agrees to provide City with copies of required policies upon request.

Contractor shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001), including non-owned and hired autos.

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Contractor's profession.

B. Minimum Limits of Insurance: Contractor shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.



(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

(c) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

D. Other Requirements: Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Contractor furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

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(3) The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 14. Assignment. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under the Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

Section 15. Continuity of Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 16. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 3 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 3 of this Agreement.

Section 17. Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.

Section 18. Excusable Delays. Contractor shall not be liable for damages, including Agreement



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and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 26. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 27. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 28. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 29. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

City:

Contractor:

CITY OF FERNDALE

By: \_\_\_\_\_  
Jay Parrish, City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_  
Russ Gans, City Attorney

Title: \_\_\_\_\_



## EXHIBIT "A" OF AGREEMENT

### SCOPE OF WORK

The Scope of Work consists of the transportation and final disposal of the stored biosolids. The term of the contract will be negotiated with the successful Contractor.

The Contractors transportation, handling and disposal of the City's biosolids must be in accordance with all applicable Federal, State, and Local rules and regulations.

Contractor must provide to the City all applicable, up to date and valid permitting for the proposed end use of the Biosolids including the land application of the City's Class B biosolids.

The City intends to load the biosolids into the Contractors transportation equipment. It is incumbent upon the Contractor to ensure that their transportation equipment is compatible with the City's facilities and equipment.

The Contractor shall maintain and keep all trucking manifests and end of use records related to said disposal. Contractor shall provide a monthly report to the City, due and by the 25th of the following month. This report shall include the trucking manifests, quantities handled, and ultimate end use of the City's biosolids.

Records of biosolids parameter analysis and the biosolids treatment process are available to prospective bidders by contacting Steve Coppini, Chief Plant Operator; [chiefoperator@ci.ferndale.ca.us](mailto:chiefoperator@ci.ferndale.ca.us) or 707.786.9694.