

VENTURA REGIONAL SANITATION DISTRICT

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



June 9, 2010

Board of Directors
Ventura Regional Sanitation District
Ventura, California

VRSD CONTRACT NO. 10-014 – ECOLOGY CONTROL INDUSTRIES

The Ventura Regional Sanitation District (District) contracts with liquid waste haulers, primarily using 5,000 gallon tankers, to haul leachate from the Toland and Bailard Landfills offsite for treatment, mainly to the Santa Clara Wastewater Treatment Plant. Waste hauling services are also utilized by the Wastewater Division to assist with diversions, spills, and other operational needs. In accordance with the District's Purchasing Resolution, staff recently requested informal proposals for services. Staff recommends contracting with Ecology Control Industries (ECI) with an annual contract, which can be extended for up to four annual extensions, for a five year possible total term. Note any annual extensions would be brought to the Board for approval.

ECI stands out as the licensed liquid waste hauler with the most 5,000 gallon tanker stationed in Ventura County as they have nine in their Ventura yard. This provides the assurance the District needs that the hauler can provide service, even if they have trucks busy hauling for other customers. Additionally ECI offered the lowest price of the three bidders. Staff contacted all other haulers in the area yellow pages and no others showed interested in bidding. The District has been contracting with ECI for over eight years, and has always been very satisfied with their service. The contract holds the Contractor responsible for complying with all local, state and federal ordinances, rules, laws, regulations and orders of any public authority relating to their services. It also indemnifies the District and hold the District harmless and requires \$1,000,000 of comprehensive commercial and automobile liability insurance as well as workers' compensation insurance.

The contract is attached for your review. Appropriate monies are budgeted for this contract. If you have any questions or need additional information, please call me at 658-4639.

RECOMMENDATION

It is recommended the Board authorize the Chairman to sign VRSD Contract No. 10-014 with Ecology Control Industries for \$60,000 for disposal of leachate/condensate and other services.

GREG GRANT – SOLID WASTE DIVISION MANAGER

Enc.

REVIEWED AND APPROVED

Sally Coleman – Director of Operations

Item 9-1

Board of Directors
June 9, 2010
Page 2

APPROVED FOR JUNE 17, 2009 AGENDA

Mark Lawler

Mark Lawler – General Manager

CONTRACT NO. 10-014

**CONTRACT FOR REMOVAL AND RECYCLING
OR DISPOSAL OF LEACHATE/CONDENSATE AND OTHER SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
ECOLOGY CONTROL INDUSTRIES**

THIS AGREEMENT is made and entered into this 17th day of June 2010 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., hereinafter "DISTRICT", and ECOLOGY CONTROL INDUSTRIES, a Corporation, hereinafter "CONTRACTOR".

RECITALS:

A. DISTRICT is operating a waste disposal site known as the Toland Road Landfill, located at 3500 North Toland Road, Santa Paula, California. The site is open from 8 a.m. to 4 p.m., Monday through Friday, and closed on New Year's, Independence, Thanksgiving and Christmas Days. DISTRICT is also responsible for the closed Bailard landfill site (part of the Santa Clara Sanitary Landfill) on Gonzales Road in Oxnard and operates a number of wastewater treatment facilities throughout Ventura County.

B. CONTRACTOR represents it is a licensed and qualified waste hauler and is willing to contract with DISTRICT to haul away shop waste (leachate/condensate) for recycling and/or disposal, and also to clean wastewater treatment facility ponds, wet wells and blending tanks.

C. DISTRICT is willing to pay for and wishes to reach an agreement with CONTRACTOR for the performance of such services, pursuant to Public Resources Code Sections 40057-40059 and Health and Safety Code Section 4744. This Agreement is in accord with DISTRICT's Purchasing Resolution No. 89-13 adopted November 9, 1989.

D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: TERM

The term of this Agreement is from July 1, 2010 to June 30, 2011. The contract may be extended for additional one-year periods to a total of five upon the same terms and conditions by mutual agreement in writing by CONTRACTOR and DISTRICT.

ARTICLE 2: OBLIGATIONS OF DISTRICT

A. DISTRICT shall provide the necessary leachate/condensate collection and storage tanks at the Toland Road and Bailard landfills.

B. DISTRICT staff shall notify CONTRACTOR to pick up the condensate/leachate on a regular schedule or when tanks have reached capacity.

C. DISTRICT staff shall notify CONTRACTOR when waste treatment facility ponds, wet wells and blending tanks are to be cleaned, and provide the address and operating hours of the affected facility.

ARTICLE 3: OBLIGATIONS OF CONTRACTOR

A. CONTRACTOR shall take title to and possession of the waste materials upon pick-up at DISTRICT's sites referenced herein. In transporting, hauling, processing, marketing, disposing, selling and otherwise handling the waste materials, CONTRACTOR shall be solely responsible for giving all notices, receiving all applicable governmental permits, and complying with all local, state and federal ordinances, laws, rules, regulations and orders of any public authority relating to CONTRACTOR's activities hereunder. CONTRACTOR shall bear all costs and expenses associated with this Agreement, including hauling and transporting of the waste material, and shall receive from DISTRICT only the compensation referenced in Article 4.

B. CONTRACTOR shall provide a vacuum truck for loading and hauling condensate/leachate from DISTRICT's storage tanks. Driver shall have knowledge of DISTRICT valving requirements, a wash pad waste tank and a condensate tank.

C. CONTRACTOR shall clean wastewater treatment facility ponds, wet wells and blending tanks as requested.

D. CONTRACTOR shall provide DISTRICT with a copy of applicable manifest when hauled.

E. CONTRACTOR shall dispose of wastes from DISTRICT's sites at the Santa Clara Treatment Plant located at 815 Mission Rock Road, Santa Paula, California. If necessary, a different disposal facility may be used only after mutual agreement by CONTRACTOR and DISTRICT. Any such agreement that will extend beyond a single disposal cycle shall be in writing and signed by both CONTRACTOR and DISTRICT. DISTRICT's General Manager is hereby authorized to sign such disposal facility agreements on behalf of DISTRICT.

ARTICLE 4: COMPENSATION

CONTRACTOR shall perform its obligations hereunder in accordance with Article 3. DISTRICT and CONTRACTOR agree the services will be performed with a 120-barrel vacuum truck, 3000-gallon truck, or a 5000-gallon truck. 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.

The total amount of all payments to CONTRACTOR shall not exceed \$60,000 during the complete term of the Agreement.

ARTICLE 5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR agrees to defend, indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any and all lawsuits, proceedings, actions, demands, liability, damages, costs, losses, claims and expenses, including reasonable attorneys fees, however caused, resulting directly or indirectly from or connected with CONTRACTOR's performance of this Agreement (including, but not limited to such lawsuits, proceedings, actions, demands, 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), or CONTRACTOR's failure to comply with permit conditions or ordinances, laws, rules, regulations or orders of any public authority pertaining to CONTRACTOR's work, regardless of the active or passive negligence of DISTRICT, except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts or omissions of

DISTRICT or any of its agents or employees.

ARTICLE 6: INSURANCE

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

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of \$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 30 days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that 10 days' written notice shall be acceptable in the case of cancellation for nonpayment.

ARTICLE 7: TERMINATION

A. Either party may terminate this Agreement in the event of a material default of the obligations hereunder by the other party. Such termination shall be effective only if the default remains uncured upon the expiration of 15 days after receipt by one party of written notice from the other party specifying the default. Termination of this Agreement because of a material default shall not relieve either party from liability for such default. In case of termination of this Agreement, each party shall be entitled to materials and amounts actually earned as of the date of the default.

B. This Agreement may also be terminated at any time by either party without cause by giving the other party 30 days written notice.

ARTICLE 8: NOTICES

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

TO DISTRICT: Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

TO CONTRACTOR: Mr. Rudy Merrit
ECOLOGY CONTROL INDUSTRIES
2055 North Ventura Avenue
Ventura, CA 93001

or to such other addresses as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received 3 working days after mailing.

ARTICLE 9: ASSIGNMENT/INDEPENDENT CONTRACTOR RELATIONSHIP

A. Neither party shall assign nor transfer its interest in this Agreement without the written consent of the other. CONTRACTOR shall not subcontract any portion of its work hereunder without the advance written consent of DISTRICT.

B. The parties agree that no employer/employee relationship is intended by this Agreement, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor.

ARTICLE 10: TERMS

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

ARTICLE 11: ARTICLE HEADINGS

Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this contract 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: NON-INTERFERENCE WITH DISTRICT'S OPERATIONS

CONTRACTOR recognizes that the primary activity at the landfill is DISTRICT's operation of a sanitary landfill. CONTRACTOR shall operate so that all work under this contract is compatible with and does not interfere with DISTRICT's operations.

ARTICLE 14: INCORPORATION OF RECITALS

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

ARTICLE 15: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. 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.

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

APPROVED AS TO FORM: ARNOLD, BLEUEL
LaROCHELLE, MATHEWS, & ZIRBEL, LLP

VENTURA REGIONAL SANITATION
DISTRICT

By _____
MARK A. ZIRBEL
Legal Counsel for DISTRICT

By _____
CHARLOTTE CRAVEN, Chairman
Board of Directors

ATTEST:

ECOLOGY CONTROL INDUSTRIES

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
RUDY MERRIT, General Manager

INTERNAL USE ONLY

Principal Analyst [Signature]

Finance Manager [Signature] 6/10/10

Director of Finance VD 6/10

Fiscal Technician _____



Exhibit "A"

Greg Grant
Ventura Regional Sanitation District
1001 Partridge Drive
Ventura, CA 93003

June 9, 2010

SUBJECT: Contract 10-014, Transportation of Leachate/Condensate

Mr. Grant,

Ecology Control Industries, ECI, is pleased to supply the following price quotation for your waste management needs. The rate schedule listed below is derived from the information we received via our phone conversations.

SCOPE OF WORK

ECI will supply vacuum trucks as requested to pump leachate/condensate from the Toland Road Landfill in Santa Paula, CA, and other wastewater treatment facilities located through out Ventura County.

PRICE SCHEDULE

- 70 bbl Vacuum Truck (3,000 gallons): \$70.00 per hour
120 bbl Vacuum Truck (5,000 gallons): \$70.00 per hour
Toland Road Landfill: \$0.040 per gallon

FUEL SURCHARGE

ECI will adjust the fuel surcharge rate in accordance with the sliding scale below. Whenever fuel costs have maintained a \$0.25/gallon increase, per the West Coast, California average retail on-highway price per the http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp website, for a period of one month, you'll be assessed the following fuel surcharge.

Table with 2 columns: Fuel Cost and Surcharge. Rows include \$3.50/gal (2.5%), \$3.75/gal (5%), \$4.00/gal (7.5%), and \$4.25/gal (10%).

This increment change will continue at the rate of 2.5% for each \$0.25/gallon increase in the cost of fuel.

TERMS AND CONDITIONS

- Payment Terms are net 30 days.
Prevailing wages are not considered in this pricing.
Demurrage: \$75.00 per hour will be invoiced for any time after one hour loading and one hour unloading.
Toland per gallon rate will be invoiced at a 5,000 gallon minimum.

Thank you for the opportunity to quote you on this project. If you have any questions in regards to this matter, or if we can be of any further assistance, feel free to give me a call at (310) 354-9999, or on my cell phone at (310) 420-0285.

Handwritten number 9-8