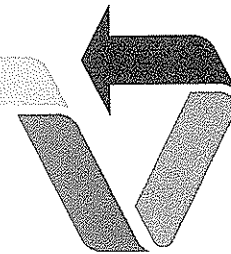


VENTURA REGIONAL SANITATION DISTRICT

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



A Public
Waste
Management
Agency

February 17, 2011

Board of Directors
Ventura Regional Sanitation District
Ventura, California

VRSD CONTRACT NO. 11-003 – LANDSCAPE DEVELOPMENT, INC.

SUMMARY

Staff is seeking approval to enter into a contract with Landscape Development Inc. (LDI) to provide Storm Water Best Management Practice (BMP) recommendations, materials, equipment, installation, and to provide 24-hour emergency response services for erosion control measures at the active Toland Road Landfill, and several closed landfills.

BACKGROUND

The Toland Road Landfill is subject to storm water quality management requirements pursuant to the State's General Industrial Permit. As such, BMPs have been installed and maintained in accordance with these requirements. However, the proposed DRAFT Industrial General Permit will require BMP implementations for any water quality monitoring benchmark exceedance with Numeric Action Limits (NAL) and Numeric Effluent Limits (NEL), requiring additional BMPs to meet any benchmark exceedance.

The Ventura Regional Sanitation District FY10-11 budget contains funds for operations and maintenance at the Toland Road Landfill. Erosion control services with LDI were recently initiated at the Toland Road Landfill to recommend, repair, and stabilize several slope areas after the large December 2010 rain event.

A Request for Proposals (RFP) was sent out to five erosion control service providers selected from The Blue Book Building and Construction Network – Commercial Soil Erosion Control. The RFP requested General Experience, Job Qualifications, Erosion Control Services, Labor, Equipment and Materials Rates. Only two of the five responded and only one provider possessed the necessary qualifications. LDI was selected based on the appropriate professional staff, certifications, and experience to assist us in BMP recommendations, staffing,

BMP materials, and equipment to implement the BMPs recommended and selected.

In order to complete the work anticipated for the remainder of this fiscal year and next year, a contract with Landscape Development, Inc. is needed. Therefore, staff recommends a contract with LDI in the amount of \$150,000 for a term of 18 months.

Legal Counsel has reviewed and approved the proposed contract as to legal form.

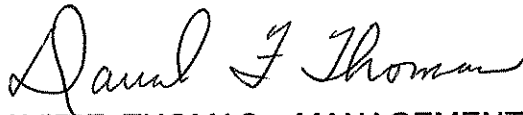
Please contact me at my office at 658-4672 or by email at davidthomas@VRSD.com, if you have any questions.

FISCAL IMPACT

Appropriations for this expense are included in the adopted Fiscal Year 2010-2011 landfill operations budget.

RECOMMENDATION

It is recommended the Board authorize the Chairman to sign VRSD Contract No. 11-003 with Landscape Development, Inc. in the amount of \$150,000 for a term of 18 months.



DAVID F. THOMAS – MANAGEMENT ANALYST

Enc.

REVIEWED AND APPROVED:


Sally Coleman – Director of Operations

APPROVED FOR MARCH 3, 2011 AGENDA


Mark Lawler – General Manager

CONTRACT NO. 11-003

STORM WATER BEST MANAGEMENT PRACTICE
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
LANDSCAPE DEVELOPMENT, INC., INC.

THIS AGREEMENT is made and entered into this 3rd day of March 2011 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 LANDSCAPE DEVELOPMENT, INC., Inc., a California Corporation, hereinafter "CONTRACTOR."

RECITALS

A. DISTRICT has a need for storm water best management practice (BMP) recommendations, materials, equipment, installation and 24 hour emergency response services for erosion control measures at the active Toland Landfill, and several closed Landfills operated by the DISTRICT.

B. On February 1, 2011, the DISTRICT issued a Request For Proposal (RFP) for erosion control BMP and 24 hour emergency response services.

C. Pursuant to said bid process CONTRACTOR was the lowest responsible bidder.

D. The selection procedure is in conformance with DISTRICT Purchasing Resolution No. 89-13. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: TERM

The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until satisfactory completion of all provisions of the Agreement. It is anticipated this will occur before June 30, 2012.

ARTICLE 2: DISTRICT'S OBLIGATIONS

DISTRICT will pay in accordance with price as shown in Exhibit I.

ARTICLE 3: CONTRACTOR'S OBLIGATIONS

CONTRACTOR agrees to provide DISTRICT the construction services in accordance with specifications and requirements as shown in Exhibit II and as further described in DISTRICT work orders. All work shall be in accordance with the provisions of Exhibit "IF" hereto which is incorporated herein.

DISTRICT and CONTRACTOR shall discuss each project prior to commencing work under this Agreement. DISTRICT will provide CONTRACTOR with a written authorization to proceed which shall include a brief project description as well as work and payment schedules, the required completion date and the total amount to be paid for the work. CONTRACTOR shall indicate its acceptance of the project by signing and returning a copy of the authorization to DISTRICT within five (5) working days.

ARTICLE 4: 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 liability, damages, costs, losses, claims including reasonable attorneys fees and costs incurred by DISTRICT, and expenses, however caused, resulting directly or indirectly from or connected with CONTRACTOR'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 CONTRACTOR, DISTRICT, or their respective employees or agents).

ARTICLE 5: 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 at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONTRACTOR shall provide certificates of such insurance to DISTRICT prior to the start of work. Certificates shall be issued by an insurance company licensed to do business in California and acceptable to DISTRICT. 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; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

Should CONTRACTOR use the services of a subcontractor, CONTRACTOR shall require that the subcontractor provide and keep in effect identical insurance to that which CONTRACTOR is required to provide pursuant to the terms of this Article 5 and shall require that the subcontractor provide a certificate of insurance to CONTRACTOR and DISTRICT prior to the time that the subcontractor starts work, which certificate shall be in the same form as CONTRACTOR is required to provide to DISTRICT.

ARTICLE 6: CHANGES IN SCOPE OF PROJECT; AMENDMENT OF AGREEMENT

No change to the exhibits hereto, or to any other provision of this Agreement, may be made except by a written amendment signed by CONTRACTOR and DISTRICT. If conditions beyond the control of CONTRACTOR necessitate a change to either one or both exhibits, the parties agree to negotiate in good faith in an attempt to reach a reasonable amendment to this Agreement. DISTRICT General Manager is authorized to execute amendments on behalf of DISTRICT which do not cumulatively increase the maximum compensation payable to CONTRACTOR (including all Direct Salary and Direct Nonsalary costs) by more than ten percent (10%) of the amount stated in Exhibit I, or Ten Thousand Dollars (\$10,000), whichever is less, and the aggregate total of the original contract and all changes shall not exceed \$25,000 without Board of Directors' approval.

ARTICLE 7: SUSPENSION OR TERMINATION OF SERVICES

If CONTRACTOR refuses or fails to perform the work in a timely and/or otherwise acceptable manner, DISTRICT shall notify CONTRACTOR in writing of such deficiency. Should CONTRACTOR fail to correct such deficiency within fifteen (15) calendar days, DISTRICT may immediately terminate this agreement and notify CONTRACTOR in writing of such termination.

If any part or all of the work for which services have been authorized is postponed, suspended, or abandoned, DISTRICT shall have the right to suspend where the work has been postponed or suspended, or terminate where the work has been abandoned, the rendition of services or that portion of the work so postponed, suspended, or abandoned. In the event of such suspension or termination, CONTRACTOR shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent of the total time expended on the section or sections of work suspended or abandoned at and to the date of the notice of suspension or termination, and shall not increase CONTRACTOR's total compensation beyond the maximum stated in Exhibit I.

In the event suspension of services exceeds twelve months in duration, CONTRACTOR may, by not less than 30 days' written notice, terminate the services as they apply to the suspended portion of the project.

ARTICLE 8: ASSIGNMENT/INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONTRACTOR to DISTRICT being that of an independent contractor. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.

B. CONTRACTOR is solely responsible for selecting the means, methods, and procedures for doing the work assigned, and for coordinating all portions of the work so the results will be satisfactory to DISTRICT. CONTRACTOR will supply all tools and instrumentalities required to perform its services under the Agreement.

ARTICLE 9: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 10: AUDIT

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

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ARTICLE 11: 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 CONTRACTOR: Eric R. Woodhouse
LANDSCAPE DEVELOPMENT, INC.
28447 Witherspoon Parkway
Valencia, CA 91366

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 12: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONTRACTOR do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

ARTICLE 13: TITLE

Title to all materials shall remain with CONTRACTOR until DISTRICT actually accepts the completed project.

ARTICLE 14: RIGHT OF INSPECTION

DISTRICT shall have the right to inspect the materials at the time and place of delivery/installation before accepting them.

ARTICLE 15: NON-INTERFERENCE WITH DISTRICT'S OPERATIONS

CONTRACTOR recognizes the primary activity at the work site is the District's landfill and sanitation activities. CONTRACTOR shall operate so all work under this contract is compatible with and does not interfere with these activities.

ARTICLE 16: 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 17: INCORPORATION OF RECITALS

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

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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 VRSD

By _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

LANDSCAPE DEVELOPMENT, INC., INC.

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
ERIC R. WOODHOUSE, CPESC, CISEC,
DIVISION PRESIDENT EARTH SERVICES

INTERNAL USE ONLY

Principal Analyst _____

Finance Manager Lin Pham 2/23/11

Director of Finance _____

Fiscal Technician _____

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EXHIBIT I

FACILITIES MAINTENANCE AND REPAIR PROJECTS

1. PRICE

Equipment and labor rates applied to DISTRICT projects shall not exceed CONTRACTOR's published rates on the day a project commences. CONTRACTOR's current rates are attached hereto and made a part hereof by reference. CONTRACTOR agrees to advise DISTRICT of any change in its published rates during the term of this Agreement. In any event, the total of all charges hereunder shall not exceed One Hundred Fifty Thousand (\$150,000.00) without DISTRICT Board of Directors approval.

2. BILLING INSTRUCTIONS/TERMS

CONTRACTOR shall submit an invoice in duplicate for each month in which services are provided. Invoices should reference Contract No: 11-003 and indicate where and when service was provided. Invoices 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

Net 30 days from receipt of SUPPLIER's invoice.

3. WARRANTY

CONTRACTOR shall guarantee all work for a period of at least one (1) year after date of project completion and shall repair or replace work that may prove defective in workmanship and/or materials, without expense whatsoever to DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. DISTRICT will give notice of observed defects or lack of performance with reasonable promptness. CONTRACTOR shall notify DISTRICT upon completion of repairs. This equipment warranty is in addition to the performance guarantee specified herein.

4. SUBCONTRACTING

- a. CONTRACTOR agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If contractor shall subcontract any part of this Contract, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of its subcontractor and of persons either directly or indirectly employed by its subcontractor as it is for acts and omissions of persons directly employed by itself. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and DISTRICT.
- b. DISTRICT consent to or approval of any subcontractor under this Contract shall not in any way relieve CONTRACTOR of its obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract.
- c. Substitution or addition of subcontractors shall be permitted only as authorized by California Public Contract Code Section 4100 et seq.

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5. PERMITS AND LICENSES/COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR shall comply with all licensing and contracting laws and regulations pertaining to the work and related trades covered by this Agreement. CONTRACTOR, and all CONTRACTOR'S employees and/or subcontractors, shall hold all required licenses and/or certification or other legally required permits or training relating to the work, and shall provide documented proof of such qualifications to DISTRICT prior to commencement of work. DISTRICT shall obtain such permits as may be required by the ordinances and regulations of the public agencies having jurisdiction over areas in which the work is located. CONTRACTOR shall comply with the terms and conditions of all permits and licenses and with all lawful orders and regulations of each public agency relating to the work under the jurisdiction of such agency, and no additional compensation will be allowed therefore. DISTRICT shall secure and pay for all required building permits.

CONTRACTOR in performance of its work shall at all times observe and comply with and shall cause all its agents, employees, and subcontractors to observe and comply with all applicable existing or future laws, ordinances, regulations, orders, decrees and all other lawful requirements of District, City, County, State, Federal and other public authorities or other agencies within their respective jurisdictions governing the work.

6. REQUIREMENTS OF LAW

CONTRACTOR shall determine the contents of all applicable ordinances, laws, rules and regulations and strictly comply with their provisions throughout the performance of the Contract. These laws include, but are not limited to, the following: Labor Discrimination and Unlawful Employment Practices (Section 1735 of the California Labor Code) (California Government Code Section 12900 et seq.); Hours of Labor (California Labor Code Section 1810-1815); Prevailing Wages Requirements (California Labor Code Section 1775); and Assignment of Claims (California Government Code Section 4551).

7. PREVAILING WAGE

Pursuant to the provisions of the California Labor Code, commencing with Section 1720, not less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations Director for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft, classification or type of workman needed to execute the work contemplated under this Contract, shall be paid by CONTRACTOR and any subcontractor(s) to all workmen employed on said work. Copies of the applicable prevailing wage rates are on file at DISTRICT'S office and shall be made available to any interested party upon request. CONTRACTOR shall post the prevailing wage schedule at the work site. If a craft or classification not shown on the prevailing wage schedule is used, CONTRACTOR may be required to pay the rate of the craft classification most closely related to it.

8. OTHER CONDITIONS

1. CONTRACTOR will not be held liable for failure or delay in the fulfillment if hindered or prevented directly or indirectly by fire, strike, act of God or act of government.
2. In the performance of the terms of this Agreement, CONTRACTOR 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.
3. CONTRACTOR shall hold DISTRICT, its officials, officers, employees, representatives and agents, harmless from liability of any nature or kind on account of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliance furnished or used under this Agreement.

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SECTION 2 - JOB QUALIFICATIONS

The Earth Services Department of Landscape Development, Inc. is a full time corporate department and staff dedicated solely to erosion control and SWPPP compliance. This department currently employs approximately 45 persons in the performance of the related scopes of work. With the in house cross training program maintained within the entire LDI corporation, there are nearly 250 individuals, already on the payroll, that are annually trained in emergency storm response techniques to aid in response and that are SWPPP awareness trained to meet the criteria for SWPPP.

LDI is capable of providing consultation, design, and implementation of certified Erosion Control Plans, Certified Storm Water Pollution Protection programs and manuals, implementation of all components of erosion control, storm water pollution prevention, and storm water quality on an all levels and all inclusive basis.

The main management people in the Earth Services Department and their credentials to be associated with this agreement are:

Name and Title: Eric R. Woodhouse, Earth Services Division President

Credentials and Experience:

CPESC #3006 (Certified Professional in Erosion Control)
 CISEC #0314 (Certified Inspector of Sediment and Erosion Control)
 REM CA Contractors License #45007 General Engineering "A"
 AFF.M.ASCE, Affiliated Member of the American Society of Civil Engineers
 ASCE EWRI Member Member in American Society of Civil Engineers Environmental & Water Resources Institute
 CASQA Member Member of the California Stormwater Quality Association
 WEF Member Member of the Water Environment Federation
 IECA Member Member of the International Erosion Control Association since 1996

Employed in the construction industry full time since 1977, participating primarily in heavy construction related scopes. Engaged in Erosion Control, SWPPP's, and Earth Services related construction activity, monitoring, consulting, design and implementation full time since 1992. Performs all aspects of business development and management for the Earth Services Department. Provides consulting, design, and oversight for implementation of dozens of projects each year. Certified to perform all levels of design, preparation, and monitoring of erosion control and SWPP programs. Provides dozens of annual certification training's for SWPPP compliance for clients. Has prepared and presented numerous articles for industry related magazines and periodicals. Has presented at numerous industry and governmental trainings, shows, and forums. Has prepared and presented abstracts and formal papers for StormCon, IECA Annual Professional Conferences, and the Annual Coir Industry Conference for the Central Coir Research Institute in Alleppy, Kerala, India.

Name and Title: Tiffany Leo, Earth Services Project Manager

Credentials and Experience:

CISEC #0313 (Certified Inspector of Sediment and Erosion Control/
 Masters Degree in Environmental Engineering from Utah State University
 LEED AP Certified Accredited Professional with LEEDS
 CASQA Member Member of the California Stormwater Quality Association
 IECA Member Member of the International Erosion Control Association since 2006

Employed with Landscape Development, Inc. in the earth Services department since 2005. Engaged in Erosion Control, SWPPP's, and Earth Services related construction activity, monitoring, consulting, design and implementation

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 Visalia,
 California 93208

Phone 561-294-3573
 Fax 561-294-3578

www.LandscapeDevelopment.com

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construction, maintenance, architects, project control

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full time. Provides consulting and oversight for implementation of dozens of projects each year. Certified to perform monitoring of erosion control and SWPP programs and rain water sampling. Has participated in and assisted in presentation of dozens of annual certification training's for SWPPP compliance for clients. Has prepared and presented an abstract and formal paper for StormCon.

Name and Title: Richard Avalos, Earth Services General Superintendent

Credentials and Experience:

Employed full time with Landscape Development, Inc. since 2002. He has full charge oversight of all field operations for the Earth Services Department. He has experience and training to conduct and oversee all aspects of implementation of erosion and sediment control, as well as, SWPP programs. His experience and skills include the safe operation of all equipment associated with the performance of Earth Services related scopes of work and in conducting training for field staff. He has specific understanding of storm response, site management, and storm water run off including logistical experience in the handling, staffing, and operational requirements for these types of works and dozens of project consecutively on going and staffing at times of hundreds of personnel. He is well versed in drainage, grading, and structural excavation, fill and compaction, particularly in relation to slope failure repair. He understand and trains the proper installation practices for all BMP's associated and described in the California Best Management Handbook, as well as, all forms of hydraulic applied stabilization methods and rolled erosion control products. He has overseen dozens of emergency response, 24/7 situations and projects and has been engaged on some of the largest projects and sites managed by LDI in the performance of erosion control, SWPPP's and emergency and storm response.

The Earth Services Department employs dozens of Foremen and skilled laborers who have been with the company long term, some in excess of fifteen years. Many of these possess multiple years, some over a dozen years, of full time, dedicated implementation experience and training along with large and small scale construction site storm water run off, erosion control, emergency storm response, and SWPPP compliance management performance capability.

Landscape Development, Inc. employs three State of California Licensed Landscape Architects

SECTION 3 - EROSION CONTROL SERVICES

- Erosion and Sediment Control consulting and design
- Storm Water Pollution Prevention Programs consulting and design
- Implementation of all aspects of erosion and sediment control including all forms of BMP's SWPPP and EC Monitoring, Inspection, and Rain Water Sampling for construction sites
- Manufacturing and provision of erosion and sediment control products
- Implementation of all forms of Hydromulching, hydroseeding, and application of specialized Stabilizing Fiber Matrices
- Emergency, 24/7 Storm Response and site monitoring
- Provide and operate of light and heavy equipment associated with erosion control and emergency storm response
- Hillside and Landslide structural repair
- Large and small scale revegetation, mitigation, and plant establishment

See other descriptive and titles presented above under General Experience

We have utilized as subcontractors: B. L. Price Company for hauling and heavy equipment leasing. Champion Crane Service. PCC Construction for concrete cutting and hauling. ACE Tree service for big tree removal. Design Masonry for concrete masonry and concrete. Wallace Group Engineering for overload plan design, drawing, and NOI submission.

25447 Witherspoon Parkway.
Yuba City,
California 95996

Phone 801-294-3673
Fax 801-294-3670

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contractors, maintenance, architects, grades control

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SECTION 4 - LABOR, EQUIPMENT, AND MATERIALS RATES

Emergency Response or Extra (Prevailing Wage) Work Rates**

Foreman hours @	\$78.00/hour
Superintendent/Certified Site Monitor hours @	\$88.00/hour
Driver/Operator, Light Equipment hours @	\$88.00/hour
Labor hours @	\$72.00/hour
Hydro Applicator hours	\$72.00/hour
Senior Consultant/Division President	\$150.00/hour
2" Centrifugal Trash Pump w/suction & no discharge hose @	\$95.00/day
2"x100' Discharge Hose @	\$25.00/day
3" or 4" Centrifugal Trash Pump w/suction & no discharge hose @	\$145.00/day
3" or 4" x100' Discharge Hose @	\$35.00/day
Skiploader or Rubber Tired Skid Steer w/operator, 4 hour minimum @	\$115.00/hour
Backhoe w/operator, 4 hour minimum @	\$125.00/hour
Caterpillar Rubber Tracked Skid Steer/Excavator Mini Size w/operator, 4 hour min @	\$115.00/hour
Wheel loader 2 Cu Yd Bucket w/operator, 8 hour minimum @	\$182.00/hour
Gradall or Similar Reach Forklift w/operator & Man Cage, 8 hour minimum @	\$155.00/hour
Stake Bed 1 Ton or Crew Pick Up with Tools, no operator @	\$255.00/day
Ten Wheel Dump or Roll Off Truck w/operator, 4 hour minimum @	\$129.00/hour
Water Truck, 2000 gallon w/operator, 4 hour minimum @	\$125.00/hour
Truck Hydroseeder, 3000 gallon, no operators, no material, 8 hour minimum @	\$189.00/hour
Big Broom Street Sweeper w/operator, 4 hour minimum @	\$145.00/hour
Standard Sandbags, 30#, Poly Yellow , 2000 hour UV rate placement, no pallets @ \$1.64	\$1.64/each*
Standard Gravelbags, 30#, Poly Orange , 2000 hour UV rate placement, no pallets @	\$1.83/each*
Empty Poly Bags, not filled, orange or yellow, 2000 hour UV rate, no filling, placement, or delivery @	\$0.25/each*
Sandbags, 30#, yellow, poly, 2000 hour UV, Bulk Delivered, no placement, no pallets @	\$.81/each*
Gravelbags, 30#, orange, poly, 2000 hour UV, Bulk Delivered, no placement, no pallets @	\$.98/each*
Bulk Bags, Poly, 35"x35"x48", 6.5 ounce woven fabric @	\$10.00/each
2,000 sq. ft. rolls 6 mil Visqueen @	\$88.00/roll
10'x15' DIRTBAG Trash Pump Filter Bag @	\$250.00/each
Bales Wheat/Rice Straw, 70 pounds each, material only, plus delivery @	\$11.75/each
Poly, Black Porous Filter Fabric, material only, plus delivery charge @	\$.655/sq. ft.
4" PVC Styrene Pipe, solid or corrugated, material only, plus delivery @	\$1.85/l.f

** Hourly rates are based on straight time and do not reflect overtime. Equipment rates are based upon straight time and do not reflect overtime, and do not include related equipment mobilization costs. Overtime is calculated at the rate of 1.5 times the standard rate for normal overtime conditions and non-holidays. Overtime is considered as any time worked over eight hours per day. The standard crew shift times occur during 7 a.m. to 5 p.m. daily, Monday through Friday. Any time worked (all night time and weekend time) or required beyond these hours and days is considered as overtime. Holidays and Sundays are calculated at an overtime rate of 2 times the base rate. All responses carry a minimum 4 hour charge. Related minimum or move on charges will be extra to the hourly rate unit price.

*Sandbag or Gravelbag pricing is based on quantities of 1,000 or more per order and one move on, delivered to one location, one time placement or stockpile. Emergency orders will be at the price above quoted for the type of bag quoted, provided a 1,000 bag minimum order is placed. Short Load fees (under 1,000 bags), relocation, removal, clean

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 Valencia.
 California 91356
 Phone 661-294-2678
 Fax 661-294-2678

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up, resetting, demolition of sandbags, clean up or grading of areas for placement are available at additional costs based upon a time, equipment, and materials basis. Emergency Storm Watch rates and associated work are billed separately.

Concrete Wash Outs, a 8'x12' area is constructed of straw bale side walls anchored with wood stakes and then lined with six mil, black poly sheeting. No demo, removal, or relocation is included in this one time set up price. Price per each wash out area as described above is: **\$546.00/each**

Demolition and removal off site of the concrete wash out described above: **\$1,025.00/each**

Concrete Washout R&R Combo medium size washout (8'x12') **\$1,185.00/each**

Stabilized Construction Entrance, a 20'x50' area is graded with a 6" recess, the area is covered with Mirafi 140N, or equal, geofabric. A 6" thick layer of crushed rock 1"-3" is then spread over the entire area. Grading spoils are left on site. Rumble plates are an extra charge, pricing available on request. Price each 1,000 sq. ft entry: **\$1,885.00/each**

Standard Silt Fence (unreinforced/non wire backed) price based upon a minimum of 1,000 lin. ft. for 3' high, UV rated, 12 gpm flow rate filter material. 1"x3"x48" wood stakes are placed at 7' on center spacings. Price is **\$2.22/lin ft**, with the minimum 1,000 lin ft order. Relocation or repair to silt fence is at additional cost on a time and materials basis.

Modified Silt Fence, 12" high with 6" toe into ground for lot front and minor perimeter areas: **\$2.15/lin ft**

Continuous Berm, 12" by 12" encapsulated berm, UV rated filter fabric filled with non-classified fill sand, stapled at the top with galv. staples, minimum 1,000 lin ft per move on **\$5.25/lin ft**

Straw Mulch is blown straw at a rate of 2 tons per acre. The area is hydro sprayed with an organic mulch and tackifier. A minimum 2 acres is required per move on. Adequate access and the same water requirements for other hydromulch applications are applicable. No straw punching or turning is included. No seed is included Price is: **\$.1099/sq. ft**

Supply of Concrete Traffic Barrier, "K-Rail" as temporary sediment dams or for use in other applications priced as follows: One time delivery and placement off truck loading with truck mounted knuckle boom in accessible areas for semi trucks is charged at **Market Rate/lin ft**. The placement consists of either setting the K-Rail in place or storing it on lots. Any other additional moving, setting, pick up, or removal of the rail will be charged on an hourly basis for equipment, materials, and labor. A monthly rental fee will be applicable at **Market Rate/lin ft** for every month or partial month that the K-Rail is on site. To prevent undermining of the K-Rail as a sediment dam, plastic sheeting and sandbags at the upstream side are required.

Straw Bales as sediment control devices. Bales are approximately 3.5' long by 2' wide by 1.5 feet high. Bales are tied with two strands of nylon type baling twine. The bales are placed in a shallow 2" deep trench. Two #4x4' rebars or two 1"x3"x48" wood stakes are driven through the bale and into the ground a minimum of 12" as anchoring stakes. Price is based upon a minimum 500 linear feet per move on. Placement in ravines, arroyos, slope faces or areas not easy off loading from trucks will require additional labor : **\$10.90/lin ft**

Fiber Roll Straw Wattles, approximately 9" in diameter and 25' in length. Installed in a shallow trench, anchored with 1" x 1" x 18" wood stake at 4' on center. There are two prices. One for hillside applications and another for flat or easy access areas. Price is based upon a minimum 1,000 linear feet per installation:

Flat Area Application, parkway, lot, site perimeter **\$2.39/lin ft**

Rock Socks are 3/8" gravel encapsulated in eight ounce, black filter fabric. The filter tube is approximately 8" in diameter when filled. The tube is double stitched along one horizontal edge. The ends are secured closed with wire ties. These are typically used as street chevrons. They are more durable than regular gravelbags and are more resistant to traffic damage. They are about 4' in length. There is a minimum of 400 linear feet to obtain the price quoted, unless these are installed concurrent with other erosion and sediment programs on site. The cost is **\$31.00/each**

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SWPPP Maintenance Crew Visits:

This includes a two, three, four or more (as required or requested) size man crew, including the Foreman, to visit the project as scheduled or demanded by your field representative for the number of visits desired or to perform routine BMP maintenance, site storm preparation, emergency response, or post storm maintenance. The crew size is determined by project size and activity, and per your discretion. Frequency of visits to be adjusted dependent upon site activity, size of site, as well as, other activities and conditions. Performance by this crew would be on an as called upon basis by you or your representative. The crew would perform catch basin/inlet detailing, other BMP maintenance and repairs, and site clean up as required. Also, any additional BMP implementation or erosion and sediment control or storm preparation or response items as may be directed by your Field Representative, or as required and directed as a result of compliance inspections. Each typical response will carry a minimum four hour performance charge per each crew member, per visit. Any additional work or repairs would be performed on a unit price basis. All equipment and materials would be priced accordingly and as indicated in the unit price schedule below, with associated move on or minimum quantity charges. No material or equipment allowance for BMP repairs is included in the hourly labor or foreman price rate, excepting a pick up truck with hand tools. Repairs or replacement would be charged per unit prices. The response of this crew during rain events could be set up to visit the site with the occurrence of 1/2" rain fall within a 24 hour period to do BMP maintenance and repairs or any other time per your discretion. The rates provided are hourly. There will be a minimum 4 hour charge associated with each visit performed by this crew or crews. Crew sizes can vary dependent upon your directive and site conditions. Minimum crew size is 2 man. Overtime, weekend, and holiday charges would be applicable and have an impact on the unit price. These conditions are described below in more detail.

Three Man Crew	Foreman	\$78.00 per hour
	Labor	\$72.00 per hour

Site Monitor for BMP Maintenance Inspection and SWPPP Log Upkeep:

Monitor visits are performed to review the site for SWPPP compliance as related to the activities on site. Per State Order No. 20009-009-DWQ the routine inspection visits must be done weekly. A site inspection checklist (provided by you) will be filled out and signed by a certified erosion inspector and the inspection will be properly logged in the SWPPP manual Inspection Log. A written recommendation will be provided to your on site Representative detailing the items or issues needing attention or which are in violation. Additional information for the maintenance records will be provided by you. This also includes the Quarterly Non Visible Inspection Visit. Filing any violations electronically, NOI filings or upgrades of the SWPPP, or Annual Report filing is excluded. Cost per inspection visit is: **\$495.00**

Storm Inspection Option:

Storm related responses for inspections is not included in this proposal. An additional amount can be provided upon request. A schedule for these is based on the separate types of required inspections (pre storm, interim storm, and post storm). These inspections, if contracted, would include review of the site BMP's in place and would include recommendations for additional BMP elements as the site may demand in response to BMP performance, site conditions, rain event intensity, or damage from the storm event. Also preparation of a "REAP" or Rain Event Action Plan for each potential rain event where there is a 50% chance of precipitation or greater in accordance with the new General Permit Requirements in State Permit Order No. 2009-009-DWQ.

The law requires that the inspections begin with a pre storm inspection. This inspection is to be performed within the twenty four hour period prior to rainfall and is prompted and required each time there is a forty percent, or greater, chance

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of rain. Typically, the percentage for possible rain event is determined by utilizing predictions of the National Weather Service in Oxnard, California.

The interim storm inspection occurs when a storm event persists beyond a single day or twenty four hour period or over several days. The standard for determining that a rain event has occurred or is continuing is based upon a minimum measurable rainfall amount of .025 inches. This inspection reviews the performance of the BMP's during rainfall, BMP maintenance needs during the storm event, assessment of pollution contamination of the storm water and discharge off site. All inspections are performed during daylight hours and under conditions where normal and safe access is available.

Should a contaminated discharge occur, then sampling, testing, and additional documentation would be required under the SWPPP. All sampling and testing of storm water and all elements of performance related to taking the sample and performing the test are not included. A scope and cost can be prepared under separate proposal.

Upon completion of the storm event a post storm inspection is performed. This inspection is required within the twenty four hour period after the rain event has ended. Typically, the event is determined to have ended when there has been no rain fall or less than .25 inches of measurable rain within a twenty four hour period. A second legend for determining rain fall event termination is when the National Weather Service indicates a zero chance of rain fall within the twenty four hour period after the last measurable rain fall. This inspection determines repair or maintenance needs for BMP's, site clean up and maintenance issues, and an evaluation of the BMP's selected and their effectiveness and recommendations for changes in BMP selection for future improved performance and to meet any changed conditions due to the storm event and site condition.

Each of the inspections described above is considered a separate inspection visit. The visit would be based upon a five hour time expenditure to perform the inspection, complete the required inspection form, record the inspection in the SWPPP inspection log, and send a duplicate copy of the inspection to your office. The five hour allowance will include any travel time to and from the site.

The above storm inspections do not include a photo catalog, revision to the BMP Implementation Plan, notification to any agency or municipality, provision of any training seminars, or other required updates to the SWPPP manual such as training logs, contractor lists or contractor certifications. All water sampling or testing and related or required paper work including a discharge point and drainage flow plan are not included in this scope of work

The maintenance and site inspection logs must be kept current and show regular and routine activity related to site compliance and BMP maintenance. The Storm Inspection scope is provided at a cost of **\$525.00** per visit.

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