

VENTURA REGIONAL SANITATION DISTRICT

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



July 14, 2011

Board of Directors
Ventura Regional Sanitation District
Ventura, California

EROSION CONTROL MULCH AT TOLAND ROAD LANDFILL

Summary

The Ventura Regional Sanitation District's (District) Toland Road landfill operation periodically uses organic erosion control mulch (ECM) for landfill erosion control. The material is recycled wood and/or green waste that is processed and delivered to Toland ready to apply.

Proposed VRSD Contract No. 11-012 is an agreement between the District and Crown Disposal Company (Crown) for the delivery of ECM to Toland. Under the proposed agreement, Crown will pay the District two dollars (\$2.00) per ton of material delivered to Toland.

Background

ECM is usually an artifact of municipal green waste diversion programs that is often used in commercial composting operations. Additionally, this product is perfect for landfill erosion control. As you are aware, stormwater regulations require us to secure our cut slopes and minimize sediment transport during rain events. By using this EMC material we are able to prevent erosion, enhance the natural beauty of the site and minimize costs to the district.

The proposed agreement allows District staff to coordinate with Crown regarding the amount and specification of materials delivered to Toland. The agreement also anticipates that eight (8) truckloads of ECM material will be delivered per day (approximately 40,000 tons per year) throughout the year. Additionally, among other requirements, the agreement specifies that Crown deliver the ECM in accordance with the Special Trucking Provisions identified in Exhibit A to the agreement.

Fiscal Impact

The fiscal year 2011-12 (FY12) budget anticipates ECM revenue. The quantities and prices considered in the proposed contract are consistent with the adopted budget.

Ventura County • **CITIES:** Camarillo • Fillmore • Ojai • Oxnard • Port Hueneme • San Buenaventura • Santa Paula • Thousand Oaks

SPECIAL DISTRICTS: Camarillo Sanitary • Camrosa Water • Channel Islands Beach Community Services • Montalvo Municipal Improvement •
Ojai Valley Sanitary • Saticoy Sanitary • Triunfo Sanitation • Ventura County Waterworks Nos. 1 and 16

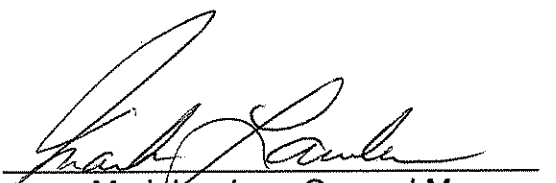
Should you have questions regarding matter, please contact me via email at marklawler@vrzd.com or by telephone at 658-4600.

Recommendation

It is recommended that the Board authorize the General Manager to execute VRSD Contract No. 11-012 with Crown Disposal Company for Supply and Delivery of Erosion Control Mulch at Toland Road Landfill.

Enc.

APPROVED FOR THE JULY 21, 2011 AGENDA


Mark Lawler – General Manager

VRSD CONTRACT NO. 11-012

**AGREEMENT FOR SUPPLY AND DELIVERY OF
EROSION CONTROL MULCH AT TOLAND ROAD LANDFILL**

THIS AGREEMENT is entered into on the _____ day of _____, 2011 by and between Ventura Regional Sanitation District ("District"), and Crown Disposal Co., Inc., a California corporation ("Supplier").

RECITALS

A. District operates the Toland Road Landfill ("Landfill") in the County of Ventura, California. District also utilizes organic erosion control mulch ("ECM") for landfill erosion control. (ECM is also referred to as "material").

B. The parties desire to enter into an agreement for the supply and delivery of ECM specified material to the Landfill.

AGREEMENT

The parties agree as follows:

1. Term. The term of the Agreement shall commence July 1, 2011 and terminate June 30, 2012, or sooner as provided below.

2. Delivery Provisions. Unless approved in writing by the District and the supplier, the amount of ECM delivered per day shall be eight (8) truckloads. Delivery shall be in accordance with the Special Trucking Provisions set forth in Exhibit A to this Agreement.

3. Material Specifications. All material delivered under this Agreement shall be uncontaminated, recycled wood and/or greenwaste processed to the size and moisture specified by District. All material shall be in compliance with all local, state and federal regulations. District reserves the right to inspect all material delivered.

4. Non-Conforming Material. If any regulatory requirements are not satisfied with respect to the use of any delivered material then Supplier shall remove any unsatisfactory material from the location. If such nonconforming material is found to be nonhazardous and suitable for disposal at the Landfill, District may allow for its disposal in the Landfill, and Supplier shall concurrently pay District the District's then-current municipal refuse tipping fee.

5. Service Payment. In consideration for District's acceptance of this material, Supplier agrees to pay District Two Dollars (\$2.00) per ton for all ECM material delivered to the Toland Landfill. Charges to Supplier's account will be accumulated over one month's period and payment of such charges must be received in the District office within thirty days (30) after the statement for such charges has been mailed. Account balances not paid when due shall incur an Initial Late Payment Charge equal to 1.5 percent of the unpaid balance. Balances and any Initial Late Payment Charge which remain unpaid shall incur additional late charges of 1.5 percent per month until paid.

6. Measurement. All truckloads of material arriving at the Landfill from the Project shall be weighed at the scalehouse located at the entrance of the Landfill site, or at another certified scale accompanied with a certified weigh ticket. The net weight of material per truckload shall be determined after deducting the tare weight of each weighed truck from the gross weight of each truck. District, at its discretion, may utilize an average weight per truck based on the measurement of the weight of 5-to-10 trucks. Supplier shall convey a daily load count to District's weighmaster.

7. Noninterference With District's Operation. Supplier recognizes that the primary use of the Landfill is District's operation of a sanitary landfill. Supplier shall operate in a manner that is compatible with and does not interfere with District's Landfill and support operations.

8. Insurance. To protect each of the parties against liability, loss or expense arising out of, in connection with or resulting from the Supplier's performance under this Agreement, Supplier shall, immediately prior to the commencement of delivery and thereafter throughout the term of this Agreement, maintain, with reliable insurance companies authorized to do business in California, the minimum insurance coverage described below.

a. General liability, including comprehensive form, contractual liability, premises operation and broad form property damage insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit coverage.

b. Automobile liability insurance (comprehensive form) with limits of not less than Two Million Dollars (\$2,000,000) combined single limit coverage.

c. To the extent applicable, Workers' Compensation Insurance as required by law and Employer's Liability Insurance limits of not less than One Hundred Thousand Dollars (\$100,000) for any accident covering the location of all work places involved in this Agreement.

Any and all deductibles in the above-described insurance policies shall be assumed by, for the account of and at Supplier's own risk. Supplier 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; (2) any District insurance coverage applicable to the loss shall be deemed excess coverage and the Supplier's insurance shall be primary; 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 ten (10) days' written notice shall be acceptable in the case of cancellation for nonpayment.

9. Indemnity. Supplier shall indemnify, hold harmless and defend District and any and all directors, officers, employees, subcontractors or agents of District from any and all liability, claim, loss, damage, personal injury, property damage or expense (including all legal expenses) caused by or arising out of the willful or negligent act or omission by Supplier while performing under this Agreement.

10. Default and Termination.

a. Should Supplier default in the performance of or breach any covenant, condition or restriction of this Agreement herein provided to be kept or performed by Supplier; then District may, at its sole option, terminate this Agreement by giving Supplier ten calendar days written notice.

b. Such termination of this Agreement shall not relieve Supplier from the payment of any sum or sums that shall be due and payable to District under this Agreement or any claim for damages then or therefore accruing against Supplier under this Agreement.

11. Attorney Fees. In the event either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Agreement, or to interpret any term, covenant or condition, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, reasonable attorney fees to be fixed by the court, and such recovery shall include court costs and attorney fees on appeal, if any. The court will determine who is the "prevailing party" whether or not the suit proceeds to final judgment.

12. Modification. This Agreement is not subject to modification except in writing.

13. Assignment/Independent Contractor Relationship.

a. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other. Supplier shall not subcontract any portion of its work hereunder without the advance written consent of District, which District shall not unreasonably withhold.

b. The parties agree that no employer/employee relationship is intended by this Agreement, the relationship of Supplier to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Supplier.

14. Notices. All sums, notices, demands or requests shall be in writing and shall be deemed (a) given and received when personally delivered or (b) given when deposited in the United States mail, postage prepaid, to the addresses stated below or to such other address as shall be designated by one party to the other and shall be deemed received on the second business day after such mailing.

DISTRICT:

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

SUPPLIER:

John Richardson, Vice President
CROWN DISPOSAL CO., INC.
Post Office Box 1081
Sun Valley, California 91352

15. Governing Law. This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Agreement or any decision or holding concerning this Agreement arises. Venue for any action relating to this Agreement shall be in the County of Ventura.

The parties have executed this Agreement on the date first stated above at Ventura, California.

VENTURA REGIONAL SANITATION
DISTRICT

CROWN DISPOSAL CO., INC.

By: _____

Mark Lawler
General Manager

By: _____

John Richardson
Vice President

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EXHIBIT A

SPECIAL TRUCKING PROVISIONS

The terms of this Exhibit shall apply to the party providing the trucking under this Agreement. The term "Supplier" shall be deemed to include Supplier's trucking subcontractors and/or trucking contractors hired by the generators of the material with which Supplier has contracted.

1. Delivery shall be made between 7:00 a.m. and 3:30 p.m. Monday thru Friday except for holidays and closure days established by District. Saturday deliveries may be permitted as approved by District in writing on days the Landfill is open for business only.

a. Supplier is restricted from making a left turn from eastbound Highway 126 onto Toland Road between 8:00 am to 8:30 am, and then 2:30 pm to 3:00 pm every day that the Santa Clara School is in session.

b. Supplier is restricted from making a left turn onto eastbound Highway 126 from Toland Road between 4:00 pm and 6:00 p.m.

c. Supplier shall not use the Sespe Underpass.

d. Equipment entering the Landfill will pass the District-operated scalehouse and merge with other Landfill traffic restrictions. At all times, Supplier shall take reasonable precautions to avoid interference with District operations and the creation of any safety hazard.

e. Any driver that does not comply with the above restriction shall be banned from the Toland Landfill.

2. All ADC material will be dumped as close as possible to previously dumped material and soil at the Landfill operating face or any other locations on the Landfill as directed by District's personnel. All ECM shall be dumped as close as possible to the area where it is to be applied as directed by District's personnel. District shall be responsible for any stockpile management.

3. The delivery is to be under the supervision of the District, on the Toland Landfill property. All activities and delivery shall comply with applicable local, State and Federal health and safety rules. The Supplier shall comply with applicable codes and permit conditions.

4. Smoking shall not be permitted in any area, which has not been specifically designated as a "Smoking Area". Supplier is not permitted to do any "hotwork" such as welding on site.

5. It is understood by both parties that the Supplier has made an investigation of the delivery site and understands the delivery vehicles will travel on portions of unpaved road that is also used by municipal refuse haulers. The Supplier shall give

written notice of any conditions encountered at the site which are unforeseen, concealed, or would hinder delivery of contracted materials.

6. The following measures are required to assure non-interference by the Supplier with District operations:

a. The Supplier shall not impede continuous access to the active refuse dumping area.

b. The Supplier shall follow posted speed limit signs and comply with all District rules regarding traffic control and other activity occurring on Toland Landfill.

c. The Supplier shall not use "Jake Brakes" on Toland Road from Highway 126 to the landfill and while on the Toland Landfill.

d. The Supplier shall comply with other directions of the Landfill Superintendent.

7. Trucks and equipment are strictly prohibited from traveling on areas that may generate dust without watering or otherwise controlling dust beforehand. If dust control is not manageable during periods of high winds the District will stop delivery until weather conditions improve.

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