



# **ANCHORAGE SAND and GRAVEL CO., INC.**

1040 O'Malley Road • Anchorage, AK 99515 • Toll-free: (888) 349-3133 • Phone: (907) 349-3333  
Fax: (907) 344-2844 • www.anchsand.com

## **SAND LAKE FILL SITE AGREEMENT**

### **SECTION 1. LOCATION OF THE SAND LAKE FILL SITE**

- (a.) The Sand Lake Fill Site is located at 8501 Sand Lake Road, Anchorage, Alaska, 99502.
- (b.) AS&G's Conditional Use Permit No. 2014-029

### **SECTION 2. ACCEPTABLE MATERIALS**

- (a.) Anchorage Sand & Gravel's Sand Lake Fill Site is a "Clean Fill Disposal Site" and will only accept the following materials:
  - 1. Gravel, silt, sand, soil, clay, peat, wood chips, woody debris, grubbing any hydro-axed materials.
  - 2. Concrete demolition and concrete block demolition without rebar will be accepted.
  - 3. Concrete demolition and concrete block demolition with wire mesh and rebar will be accepted so long as the wire mesh and rebar are cut off flush with the concrete.
  - 4. Trees, tree branches, and brush will be accepted so long as they are cut in sections not greater than 6 feet and are mixed with excavation from the job site.

### **SECTION 3. PROHIBITED MATERIALS**

- (a.) Anchorage Sand & Gravel will not accept any material which contains any of the following materials:
  - 1. Building materials, lumber, pallets etc.
  - 2. Building debris, paper, signs, plastic bags or refuses of any kind
  - 3. Poly or plastic products
  - 4. Insulation or fabrics
  - 5. Metal or plastic pipe
  - 6. Used appliances or furniture
  - 7. Car parts or used tires
  - 8. Batteries
  - 9. Grass (Sod is acceptable as long as it is blended in with soil excavation)
  - 10. Leaves (Leaves attached to tree branch's or that are part of the mixture of the clearing and grubbing are acceptable.)
  - 11. Horse or animal manure.
- (b.) Anchorage Sand & Gravel will not accept any materials containing any **asphalt pavement**.
- (c.) Anchorage Sand & Gravel will not accept any materials in any quantity that contain any detectable petroleum products of any kind including the following:
  - 1. Gasoline
  - 2. Diesel
  - 3. Bunker fuel
  - 4. Jet fuel
  - 5. Liquid asphalt
  - 6. Used oil
  - 7. Motor oil
  - 8. Solvents
  - 9. Paints or paint thinners
  - 10. Chemicals
  - 11. and any materials with high levels of lead, chromium, or arsenic.



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- (d.) Anchorage Sand & Gravel will not accept any materials in any quantity that exhibits any hazardous waste characteristics for ignitability, corrosivity, reactivity or toxicity or contain any detectable hazardous wastes as listed and defined by the U.S. Environmental Protection Agency (EPA) or the Alaska Department of Environmental Conservation (ADEC).
- (e.) Anchorage Sand & Gravel will not accept any materials in any quantity from any site that contain any detectable concentrations of Polychlorinated Biphenyls (PCBs).
- (f.) Anchorage Sand & Gravel will not accept any fill material from any known contaminated site, unless the material has been tested and proven to contain none of the above noted prohibited materials. In this case Anchorage Sand & Gravel will accept the materials on a case by case basis but will require written approval by Alaska Department of Environmental Conservation (ADEC) prior to receiving any such materials.

### **SECTION 4. REMOVAL OF PROHIBITED MATERIALS**

- (a.) Any unacceptable or prohibited materials will be removed by the contractor at their entire expense. Any such removal will be done in a timely manner if not immediately upon notice from AS&G. If unacceptable or prohibited materials are not removed in a timely manner or immediately from the site Anchorage Sand & Gravel may elect to remove any such materials and return them to the contractors job site at contractor's total expense.

### **SECTION 5. FAILURE TO DELIVER CLEAN FILL**

- (a.) If the contractor fails to delivery Anchorage Sand & Gravel with Clean Fill as herein prescribed and materials are detected by Anchorage Sand & Gravel that contain any of the prohibited materials in SECTION 3 PROHIBITED MATERIALS, liquidated damages will be assessed to the contractor. The amount of these liquidated damages shall be in the amount \$1,000.00 per calendar day effective immediately upon detection of any prohibited materials and shall continue in effect until such time the prohibited materials are entirely removed from the Fill Site.
- (c.) If the fill site is shut down from doing normal business for any reason as a result of the contractor's delivery of these prohibited materials to the fill site an additional amount of \$10,000.00 per calendar day will be assessed to the contractor effective immediately upon shut down and shall continue in effect until such time the fill site is reopened for normal business.

### **SECTION 6. HOLD HARMLESS, GENERAL RELEASE AND INDEMNIFICATION AGREEMENT**

- (a.) Contractor has read and agrees the Hold Harmless, General Release and Indemnification Agreement below.

IN CONSIDERATION OF Anchorage Sand and Gravel Co., Inc. permitting the undersigned to enter into its property for the purpose of dumping excavation or for any other reason or purpose whatsoever, and other good, valuable and sufficient consideration received and to be received, the undersigned hereby irrevocably and unconditionally: (a) releases and discharges (with prejudice) Anchorage Sand & Gravel Co., Inc. and its agents, employees, servants, representatives, assigns, and successors in interest, from and against any and all claims, causes of action, suits, actions, arbitrations, proceedings, expenses, costs, fees, judgments, liabilities, damages, losses, injuries, and/or deaths which in any way arise out of, relate to, or occur in connection with the acts or omissions of the undersigned, the released parties and/or any third parties, in, on, or about the property, regardless of whether (1) such acts or omissions have occurred or will occur in the future and (2) who is at fault with respect to such acts or omissions, unless the released parties are guilty of intentional and willful misconduct; and (b) agrees to defend, indemnify, and hold the released parties jointly and severally harmless from and against all



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claims, causes of action, suits, actions, arbitrations, proceedings, expenses, costs, fees (including without limitations, actual attorneys fees), judgments, liabilities, damages, losses, injuries and/or deaths, which in any way arise out of, relate to, or occur in connection with the acts or omissions of the undersigned, the released parties and/or any third parties in, on or about the property, regardless of whether (1) such acts or omissions have occurred or will occur in the future or (2) who is at fault with respect to such acts or omissions, unless the released parties are guilty of intentional and willful misconduct.

The above release and discharge and defense, indemnification, and hold harmless obligations specifically apply, in addition to all other circumstances recited therein, to Environmental Liability arising from the delivery or tender by the undersigned or its agents, employer, or officers of material which is or contains any Hazardous Material. The term "Environmental Liability" shall mean any claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage (including foreseeable consequential damage), injury, judgment, penalty or fine, cost of enforcement, cost of remedial action, or any other cost or expense whatsoever, including reasonable attorneys fees and disbursements, resulting from the violation or alleged violation of any Environmental Law or from any Enforcement or Remedial Action. The term "Environmental Law" shall mean any federal, state or local laws, ordinances, codes, regulations, rules, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning, any environmental matters, including, but not limited to, matters related to air pollution, water pollution, noise control, Hazardous Material, soil condition or industrial hygiene. The term "Enforcement or Remedial Action" shall mean any step taken by any person or entity to enforce compliance with or to collect or impose penalties, fines, or other sanctions provided by any Environmental Law. The term "Hazardous Material" shall mean any flammables, explosives, radioactive materials, hazardous wastes or toxic substances, crude or refined petroleum, pollutants, contaminants or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Environmental Law, as now or at any time hereinafter in effect, including asbestos.

By executing this Release and Agreement, the undersigned hereby acknowledges, represents, and warrants for the benefit of the released parties that: (a) it has thoroughly read and understood this Release and Agreement; (b) it is not acting under any undue coercion or duress in executing and entering into this Agreement and is voluntarily doing so; and (c) it is fully authorized and empowered to, and hereby is, entering into and executing this Release and Agreement for and on behalf of itself and its agents, representatives, employees, servants, assigns, and successors in interest.

### **SECTION 7. DESIGNATED DISPOSAL AREA**

- (a.) Anchorage Sand & Gravel will designate the daily dumping area at the fill site.

### **SECTION 8. DISPOSAL SITE MAINTENANCE**

- (a.) Anchorage Sand & Gravel will furnish personnel and equipment to maintain the disposal site.

### **SECTION 9. DELIVERY**

- (a.) Anchorage Sand & Gravel will only accept delivery of materials with end dumps, semi-end dumps, side dumps, and end dumps with pups. **No material shall be delivered with belly dumps.**



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### **SECTION 10. WEATHER SHUT DOWN**

- (a.) Due to changing weather conditions the fill site may be shut down due to rain or muddy conditions existing at the fill site. Anchorage Sand & Gravel cannot guarantee the site for disposal of any exact quantities, or for any daily operations under these conditions.

### **SECTION 11. MAINTENANCE OF PUBLIC ROADS**

- (a.) It will be the responsibility of Anchorage Sand & Gravel to maintain the Sand Lake Road for a reasonable distance from the entrance. It is the responsibility of the contractor to maintain all public roads with regard to disposal operations between the project site and the disposal site as may be necessary. If the contractor fails to properly maintain the public roads, then Anchorage Sand & Gravel will, at contractor's expense, maintain the same.

BECAUSE THE SAFETY OF THE TRAVELING PUBLIC IS A TOP PRIORITY, THIS SECTION WILL BE STRICTLY ENFORCED BY ANCHORAGE SAND & GRAVEL.

### **SECTION 12. ADVANCE NOTICE**

- (a.) Contractor will notify Anchorage Sand & Gravel in advance of their plans to make delivery to the Fill Site. Contractor will furnish notice of the days of delivery, including start-up time and shut-down time. Anchorage Sand & Gravel's standard hours of operation at the Sand Lake Fill Site are 7:00 a.m. through 4:00 p.m. Monday through Friday. If other hours are required call the main office at 349-3333.

### **SECTION 13. TERMINATION OF USE OF FILL SITE**

- (a.) Failure to comply with the above terms and conditions will result in termination of use of the Fill Site by the contractor.

### **SECTION 14. FILL MEASUREMENT**

- (a.) Fill material delivered to the Fill Site by the contractor shall be based on ninety percent (90%) of water level truck measure unless otherwise specified by an Anchorage Sand & Gravel Job Quote.

### **SECTION 15. PAYMENT**

- (a.) If the contractor is paying by check or cash payment must be made in advance of dumping any materials at the Fill Site. This payment shall be delivered to the Sand Lake Fill Site operator.

### **SECTION 16. CREDIT APPROVAL**

- (a.) Prior to any delivery of materials to the Fill Site, credit approval must be established for credit accounts.

### **SECTION 17. CREDIT PAYMENT TERMS**

- (a.) Upon receipt of fill materials at the Fill Site, Anchorage Sand & Gravel will bill contractor's account for yardage received. Net 30 days. 1% service charge on balances over 30 days, but not in excess of lawful maximum.



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## SAND LAKE FILL SITE AGREEMENT

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

DESCRIPTION OF PROJECT: \_\_\_\_\_

TYPE/DESCRIPTION OF EXCAVATION: \_\_\_\_\_

ESTIMATED QUANTITY: \_\_\_\_\_

DATE OF EXPECTED DELIVERY TO THE FILL SITE: \_\_\_\_\_

CURRENT AND PAST USE OF SITE AND STRUCTURES: \_\_\_\_\_

TYPE OF CONTAMINATION THAT MAY HAVE OCCURRED AT THE PROJECT SITE IF ANY:

\_\_\_\_\_

This agreement is entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ between the contractor and Anchorage Sand & Gravel Co., Inc. for the delivery of clean fill material to the Sand Lake Fill Site from the project written above pursuant to the terms and conditions set out herein. This agreement represents the entire agreement between AS&G and Contractor with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements between the parties with respect to such subject matter.

**Contractor has read, understands and agrees to the foregoing terms and conditions on pages 1 through 5 of this agreement.**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this date and year first above written.

**ANCHORAGE SAND & GRAVEL Co., Inc.**

BY: \_\_\_\_\_  
*Jim Winchester*

**Jim Winchester**  
**Aggregate Sales Manager**

**Office:**  
Phone: **(907) 348-6700**  
Cell: **(907) 242-3503**  
Fax: **(907) 344-2844**

**Sand Lake Fill Site:**  
Phone: **(907) 348-6702**

CONTRACTOR: \_\_\_\_\_

Phone: \_\_\_\_\_

BY: \_\_\_\_\_

Fax: \_\_\_\_\_

TITLE: \_\_\_\_\_