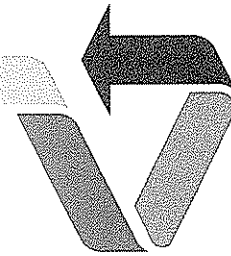


VENTURA REGIONAL SANITATION DISTRICT

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



A Public
Waste
Management
Agency

August 22, 2011

Board of Directors
Ventura Regional Sanitation District
Ventura, California

TOLAND ROAD LANDFILL PHASE 3B LINER – VRSD CONTRACT 09-037-04 AMENDMENT FOR ENGINEERING SUPPORT SERVICES WITH A-MEHR, INC.

Summary

The Ventura Regional Sanitation District (VRSD) has a need to complete Phase 3B Liner Construction at the Toland Road Landfill in preparation for the nearing final capacity of the existing Phase 3A area. On October 15, 2009, the Board authorized VRSD Contract No. 09-037 with A-Mehr, Inc. for \$74,000 to design the Phase 3B Liner. On May 6, 2010, the Board authorized the award of the construction of the Phase 3B Liner to Sukut Construction, Inc. for \$4,816,936 (VRSD Contract No. 10-004). As part of that construction, the California Regional Water Quality Control Board (RWQCB) requires extensive construction quality assurance (CQA). On May 20, 2010, the Board amended VRSD Contract No. 09-037-01 with A-Mehr to provide CQA and Engineering Support Services for the Phase 3B Liner for an additional \$259,200. The contract was subsequently amended two additional times to include continued CQA and Engineering Support Services for the Phase 3B Liner for \$196,486. Staff now recommends an additional amount of \$91,000 for CQA and Engineering Support Services.

Background

Phase 3B Liner Construction commenced in June 2010 and is progressing well with the Part 1 liner anticipated completion in November 2010. The Part 1 area had more unsuitable material than expected which required removal and replacement. The Part 2 area had debris (oversized rock, mud, metal/cabling, etc.) located in the old Toland Operations and Maintenance area and substantial unsuitable material requiring removal and replacement. The contractor had to routinely work overtime days and weekends to makeup for delays from rains and waiting for dry conditions caused by an extremely wet winter season. Additionally, there have been times when two CQA monitors are required to cover simultaneous liner and earthwork operations. Since CQA is required on-site whenever the contractor is working, additional six days of CQA monitoring has been requested, resulting in a \$7,704 cost increase.

The Phase 3B Liner Construction is a complex liner project because of its location at the mouth of the Toland canyon which interferes with the access road to ongoing landfilling and landfill gas and leachate collection system operations. Timely resolution of construction and design related issues are critical to avoid interference with operations. A-Mehr staff have provided these engineering services as part of their contract and

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

maintained the efficient work schedule necessary for completion of this project. Due to an unforeseeable wet rainy season, delays have extended the construction schedule requiring engineering support for longer than expected, and extended the number of meetings and site visits required by A-Mehr for engineering support. Continued services to be provided through this proposal include: periodic site visits, attendance at construction meetings and inspections by RWQCB, field investigations of water and leachate seeps, and inspection of suspected leaking drainage pipes. The additional site visits and construction inspections requested represent an increase of \$46,000 over the current budget allocation.

To provide the documentation and reports necessary with the completion of the Phase 3B Liner, and pursuant with RWQCB requirements, staff has requested additional engineering services from A-Mehr. These proposed services include: documentation of liner repairs, analysis and reporting of surface water and leachate seeps from Phase I to Phase 3B, design recommendations for a second leachate riser, and enhanced CQA reports for Part 1 and Part 2 to streamline and expedite RWQCB approval. These services are in addition to the contracted reports as they have evolved from developments encountered during the construction project and must be provided upon completion of the Phase 3B Liner to the regulating agencies. The proposed cost to provide the requested engineering support is \$37,000.

The table below summarizes the contract and amendments to date.

DATE	REFERENCE	PURPOSE	AMOUNT
10/15/09	09-037	Preparation of construction drawings and specifications for Toland Road Landfill Phase 3B Liner	74,000.00
05/20/10	09-037-1	Toland Road Landfill Phase 3B Design, Liner Construction Quality Assurance and Engineering Support Services	259,200.00
11/18/10	09-037-2	Toland Road Landfill Phase 3B Design, Liner Construction Quality Assurance and Engineering Support Services	176,486.00
06/02/11	09-037-3	Toland Road Landfill Phase 3B Design, Liner Construction Quality Assurance and Engineering Support Services to add an additional \$20,000 to the contract and extend the term to June 30, 2012	20,000.00
09/01/11	09/-37-4	Toland Road Landfill Phase 3B Design, Liner Construction CQA and Engineering Support Services, with A-Mehr Inc. for an additional \$91,000	91,000.00
	TOTAL:		\$620,686.00

Staff recommends A-Mehr's proposal for \$91,000 be amended to this contract in order to satisfy compliance with the requirements and regulations of the RWQCB.

12-2

Legal Counsel has reviewed and approved the proposed contract amendment as to legal form. If you have any questions or need additional information, please contact me at 658-4674.

Fiscal Impact

Appropriate monies are budgeted in the Fiscal Year 2011-2012 budget.

Recommendation

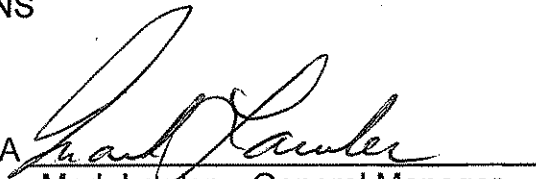
It is recommended the Board authorize the Chairman to sign Contract No. 09-037-04 (Amendment No. 4 to 09-037) for the Toland Road Landfill Phase 3B Design, Liner Construction CQA and Engineering Support Services, with A-Mehr Inc. for an additional \$91,000 for a new contract total of \$620,686.



SALLY COLEMAN - DIRECTOR OF OPERATIONS

Enc.

APPROVED FOR SEPTEMBER 1, 2011 AGENDA


Mark Lawler – General Manager

CONTRACT NO. 09-037-4

**AMENDMENT NO. 4 TO CONTRACT NO. 09-037
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
A-MEHR, INC**

THIS AGREEMENT is made and entered into this 1st day of September 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 A-MEHR, INC., a California corporation, hereinafter "CONSULTANT."

RECITALS

A. On the 15th day of October 2009, a certain contract, hereinafter referred to as Contract No. 09-037, was executed between DISTRICT and CONSULTANT Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and

B. On the 20th day of May 2010, a certain contract, hereinafter referred to as Contract No. 09-037-1, was executed between DISTRICT and CONSULTANT Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and

C. On the 18th day of November 2010, a certain contract, hereinafter referred to as Contract No. 09-037-2, was executed between DISTRICT and CONSULTANT for Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and

D. On the 2nd day of June 2011, a certain contract, hereinafter referred to as Contract No. 09-038-3, was executed between DISTRICT and CONSULTANT for Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and

E. DISTRICT issued a request for proposal (RFP) for the Toland Landfill 3B Liner Design to three qualified landfill design consultants in September 2009. All three firms receiving the RFP, Brian A. Stirrat & Associates, SWT Engineering and A-Mehr, Inc. responded with proposals in October 2008 and then updated their proposals in September 2009. After review of proposals, A-Mehr was determined to have the best combination of qualification and cost-effectiveness. On the 15th day of October 2009, a certain contract, hereinafter referred to as Contract No. 09-037, was awarded to A-Mehr in the amount of \$74,000.

F. DISTRICT had need for construction quality assurance (CQA) and Construction Engineering Support Services for the 3B Liner Construction Project at the Toland Landfill. CONSULTANT represented that it is licensed to perform engineering services in the State of California, its license number is C42575, and it possesses the necessary skills, experience and expertise to perform the required work and is willing to contract with DISTRICT.

G. DISTRICT selected A-Mehr as best qualified, by soliciting proposals from three qualified engineering firms and sole sourcing. CONSULTANT was selected as most fully qualified based on evaluation of all submittals. The selection procedure was in conformance with DISTRICT Purchasing Resolution No. 89-13. On the 20th day of May 2010, Contract No. 09-037 was amended to include CQA and Construction Engineering for the Toland Landfill Phase 3B Liner for an additional \$259,200.

H. On the 18th day of November 2010, Contract No. 09-037 was amended to include CQA and Construction Engineering for the Toland Road Landfill Phase 3B Liner for an additional \$176,486.

I. On the 2nd day of June 2011, Contract No. 09-037 was amended to include CQA and Construction Engineering for the Toland Road Landfill Phase 3B Liner for an additional \$20,000.00 and extended the completion of work to June 30, 2012.

J. DISTRICT and CONSULTANT have agreed additional compensation is necessary to complete the work and can be accomplished by amending Contract No. 09-037 accordingly.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, it is agreed the aforesaid Contract No. 09-037, a copy of which is attached as Exhibit "I" and incorporated herein by reference, shall remain in full force and effect, except as otherwise hereinafter provided.

The parties agree the following language shall replace the original provisions of Article 4:
Compensation:

“Fees for services provided in Article 2 of this agreement will be determined on the basis of Direct Salary Cost and Direct Nonsalary Cost, as herein defined, except that the total fees for services shall be increased by \$91,000.00 and shall not exceed \$620,686.00 without written amendment hereto.”

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 _____
JAMES L. MONAHAN, Chairman
Board of Directors

ATTEST:

ENGINEER:

By _____
JOSIE GUZMAN, Clerk of the Board

By _____
M. ALI MEHRAZARIN, Principal Engineer

EXHIBIT "I"

A-Mehr Inc.

Professional Engineers and Scientists Specializing in Landfills

23016 Mill Creek Drive
Laguna Hills, CA 92653

Phone (949) 206-0157
Fax (949) 206-9157

July 29, 2011

Ms. Sally Coleman, P.E.
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003

RE: Change Request - Contract No. 09-037-3
Toland Road Landfill Phase 3B
Construction Quality Assurance

Dear Ms. Coleman:

A-Mehr, Inc. respectfully requests an increase in the maximum cost of our current agreement as last amended on June 2, 2011 for engineering services for Phase 3B. The cost increase is needed due to an extended period of construction of Phase 3B, Part 2, unexpected field conditions, and additional services requested by the District. Changes apply to three areas of services: construction quality assurance (CQA) monitoring, field engineering support and additional design and engineering services.

Construction Quality Assurance

The original contract as specified in Amendment 1 to the agreement was based on a 40 days of construction activities requiring one CQA monitor to be on site during construction of Phase 3B, Part 1, and 95 days during Part 2. Amendment 2 (November 18, 2010) added funding for an additional 56 days of field monitor time for Part 1 due to extended construction time and schedule requiring more than one CQA monitor on site on some days. Therefore, the total number of days budgeted in the amended agreement is currently 204 days.

As of July 29, 2011, construction activities requiring the presence on site of one or more CQA monitors for Phase 3B, Parts 1 and Part 2, totaled 160 man-days. Based on the current schedule projected by the Contractor, we project that completion of the project will require an additional 50 man-days of CQA time (including expected days when two CQA monitors will be required), for a total of 210 days. This represents an increase of 6 days above the currently authorized 204 days.

The unit cost for CQA monitor field time is \$1,284 per day including expenses and supervision. At this rate the requested increase in the agreement amount is \$7,704.

Construction Engineering Support

Amendment 1 to Contract 09-037-1 included an allowance of \$24,000 for ten (10) site visits by A-Mehr, Inc. principal and senior engineers for meetings and other support activities during construction of Phase 3B, Parts 1 and 2. Amendment 2 increased this amount by 30 days, bringing the total number of site visits by principal and senior engineers to 40 days at a unit price of \$2,000.

As of August 1, 2011, VRSD personnel have requested the presence on site of A-Mehr principal and senior engineers for a total of 53 days. The additional site visits have been requested for attendance at construction meetings, inspections by the Regional Water Quality Control Board, and field investigations of water and leachate seeps from the Phase I area, suspected leaking drainage pipes and other issues.

Based on the contractor's current schedule we expect ten (10) additional site visits will be required for completion of Part 2, resulting in a total of 63 site visits and an increase of 23 trips. At the established unit price of \$2,000 per site visit this represents a budget increase of \$ 46,000.

Additional Engineering Services

Unforeseen circumstances and requests by the District have required certain additional services performed by A-Mehr staff in the office, including the following:

- Documentation of repairs to liner systems, including preparation of reports for the RWQCB, on two occasions (a truck accident on December 14, 2010 and damage by landfill operations in February 2011);
- Investigations, analysis and preparation of a report regarding surface water and leachate seeps from the Phase I area into the Phase 3B area;
- Design recommendations for a second leachate riser in the Phase 3B sump;
- Preparation on an enhanced CQA report for Part 1 in order to achieve expedited approval by the RWQCB; and
- Requested preparation on an enhanced CQA report for Part 2 in order to achieve expedited approval by the RWQCB.

We estimate the total cost of these additional services, completed and requested, to be \$37,000.

Sally Coleman
July 29, 2011
Page 3

Summary

We respectfully request an additional budget for construction quality assurance and engineering support, due to extended construction time and unexpected field conditions, as follows:

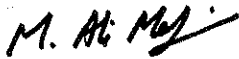
Increase - Construction Quality Assurance	\$ 7,704
Increase - Construction Engineering Support	\$ 46,000
Increase - Additional Engineering Services	<u>\$ 37,000</u>
Total Increase	\$ 90,704

The total contract amount would be changed as follows:

Existing Total Project Cost	\$ 529,686
Increase	<u>\$ 90,704</u>
Revised Total Project Cost	\$ 620,390

We will appreciate your consideration and approval of this change request. Thank you.

Sincerely,



M. Ali Mehrazarin, P.E.
Principal Engineer

12-8

CONTRACT NO. 09-037

RECEIVED

AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
A-MEHR, INC.

2009 NOV -2 PM 2:28
VENTURA REGIONAL
SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 15th day of October 2009 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 A-MEHR, INC., a California corporation, hereinafter "ENGINEER."

RECITALS

- A. DISTRICT is in need of consultant engineering services for Toland Landfill Phase 3B Liner Design hereinafter the "Project"; and
- B. ENGINEER represents that it is licensed to perform engineering services in the State of California, its license number is C42575, and it possesses the necessary skills, experience, and expertise to perform the required work and is willing to contract with DISTRICT; and
- C. DISTRICT has selected ENGINEER as best qualified, by soliciting Proposals from three qualified engineering firms. ENGINEER was selected as most fully qualified based on evaluation of all submittals. The selection procedure is in conformance with DISTRICT Purchasing Resolution No. 89-13.
- D. The parties enter into this Agreement to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: EMPLOYMENT AND KEY PERSONNEL

- A. DISTRICT employs ENGINEER to perform the engineering services set forth herein. ENGINEER accepts said employment and agrees to perform said work and services in accordance with the terms of this Agreement.
- B. M. Ali Mehrazarin, as Principal Engineer, shall be personally in charge of and personally supervise or perform the technical execution of services on a day-to-day basis on behalf of ENGINEER and shall maintain direct communication with the person designated as DISTRICT Project Manager.
- C. Should the above individual be unable to complete his or her respective responsibilities for any reason, they shall be replaced by another qualified person whom DISTRICT finds satisfactory as a substitute. If ENGINEER fails to make a required replacement within 15 calendar days, DISTRICT may, at its sole option, terminate this Agreement immediately upon giving a written notice of termination.

ARTICLE 2: SCOPE OF SERVICES

ENGINEER agrees to perform, either through its own forces or subcontracts with third parties, the specified professional services related to Project as outlined in the Scope of Service attached as Exhibit "A" and incorporated by reference herein.

ARTICLE 3: AUTHORIZATION AND COMPLETION OF WORK

Engineering services for work outlined in Article 2 shall be rendered only upon written authorization by DISTRICT. ENGINEER shall begin work promptly upon receipt of DISTRICT's Notice to Proceed and pursue the work diligently to assure completion on a timely basis. All contractual work shall be completed by June 30, 2011. "It may be extended for additional one-year periods to a total of five at DISTRICT's sole option upon acceptance of the current terms, conditions and price."

ARTICLE 4: COMPENSATION

Fees for services provided in Article 2 of this agreement will be determined on the basis of Direct Salary Cost and Direct Nonsalary Cost, as herein defined, except that the total fees for services shall not exceed \$74,000.

A. Direct Salary Cost

For the time of all personnel employed by ENGINEER, the fees payable by DISTRICT shall be ascertained by multiplying the number of hours worked by each classification of employee on the Project by the appropriate hourly rates shown in the attached Exhibit "B", incorporated by reference herein.

B. Direct Nonsalary Cost

For direct nonsalary cost, the fees payable by DISTRICT shall be an amount determined by multiplying actual costs by a factor of 1.1. Direct Nonsalary Costs include, but are not limited to, the following:

1. Services directly applicable to the work, such as special consultants, commercial printing, and similar costs that are not applicable to general overhead.
2. Identifiable reproduction costs applicable to the work, such as printing of drawings, photostats, lithographing, printing and similar costs.
3. Identifiable communication expenses such as long-distance telephone, telegraph, cable, express charges, and postage other than for general correspondence.
4. Automobile travel at the rate of .55 cents per mile, which shall not be subject to the 1.1 factor.

C. Progress Payments

On or prior to the tenth day of each calendar month after actual work is started, ENGINEER shall submit an invoice of the total amount of work done and materials furnished by ENGINEER and incorporated into the work to the last day of the month preceding the one in which the invoice is submitted. When possible, such invoice shall include the name and title of each person performing work, date and brief description of the work performed, number and type of hours worked, and labor rate. DISTRICT shall review and approve the invoice for accuracy and agree with ENGINEER on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay ENGINEER for all approved work and materials within 30 days of the agreement on the amount of the invoice. In the event of disagreement with ENGINEER on adjustments or disallowances, said amounts in dispute shall be withheld until resolved. Upon resolution of the disagreement, payment of the approved amount shall be made within 30 days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

D. Performance

No payment made under the Agreement, except the final payment, shall be conclusive evidence of the performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of ENGINEER's work. Final payment will not be made until ENGINEER has certified in writing to DISTRICT that the work has been completed in accordance with this Agreement. When DISTRICT makes the final payment it shall provide ENGINEER with a written statement that ENGINEER has completed the work in accordance with this Agreement. Nothing in this paragraph shall bind DISTRICT to make the final payment or to provide or accept a statement that the work has been completed if DISTRICT determines the work has not been completed in accordance with this Agreement. DISTRICT shall provide ENGINEER with documentation of completion of the work with final payment.

ARTICLE 5: INDEMNIFICATION AND HOLD HARMLESS

ENGINEER 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 and expenses, however caused, resulting directly or indirectly from or connected with ENGINEER's performance of 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, ENGINEER, DISTRICT or their respective employees or agents), 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

ENGINEER 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.
- D. Errors and Omissions coverage with minimum limits of \$1,000,000 in full force and effect during the life of this Agreement.

ENGINEER 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 ENGINEER's insurance shall be primary for the coverage in Items B and C above; (3) in the event of ENGINEER's error or omission, ENGINEER's insurance shall respond for the coverage in Item D above; and (4) 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. The cost of all such insurance and certificates provided shall be borne by ENGINEER.

Should ENGINEER use the services of a subcontractor, ENGINEER shall require that the subcontractor provide and keep in effect identical insurance to that which ENGINEER is required to provide pursuant to the terms of this Article 6 and shall require that the subcontractor provide certificates of insurance to ENGINEER and DISTRICT prior to the time the subcontractor starts work, which certificate shall be in the same form as ENGINEER is required to provide to DISTRICT.

ARTICLE 7: CHANGE ORDERS

No change to Exhibit "A" hereto, or to any other provision of this Agreement, may be made except by a written amendment signed by ENGINEER and DISTRICT. If conditions beyond the control of ENGINEER necessitate a change to Exhibit "A", the parties agree to negotiate in good faith in an attempt to reach a reasonable amendment to this Agreement. DISTRICT General Manager or his designee shall be authorized to approve changes to this Agreement in a manner consistent with the provisions of DISTRICT Resolution No. 89-13. Each change order shall not exceed ten percent or \$10,000 and the aggregate total of the original Agreement and all change orders shall not exceed \$25,000 without authorization by DISTRICT Board of Directors.

ARTICLE 8: INDEPENDENT CONTRACTOR RELATIONSHIP

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of ENGINEER 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 ENGINEER.

B. ENGINEER 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. ENGINEER will supply all tools and instrumentalities required to perform its services under the Agreement.

C. ENGINEER pursuant to this Agreement is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

ARTICLE 9: INFORMATION, LIAISON, AND ASSISTANCE

DISTRICT agrees to provide ENGINEER all available information and assistance in regard to obtaining any work performed by DISTRICT or others in connection with the project, including, but not limited to: as-builts, construction specifications, monitoring reports, engineering reports, and survey data, which are available to DISTRICT and are required in connection with ENGINEER's services under this agreement. ENGINEER shall maintain all such information in a confidential manner and ENGINEER shall not release such information to any person or agency without DISTRICT's written approval.

ARTICLE 10: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

ENGINEER agrees that all dealings of the parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by ENGINEER under this Agreement, or any information made available to ENGINEER by DISTRICT, shall be revealed, disseminated or made available by ENGINEER to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by ENGINEER during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

ARTICLE 11: COMPLIANCE WITH LAWS

ENGINEER shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to ENGINEER's work, the safety of the persons or property involved, and their protection from damage or injury. ENGINEER shall defend, indemnify and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorneys fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations

12-12

and orders which may be incurred by reason of any work to be performed by ENGINEER with this Agreement.

ARTICLE 12: 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 ENGINEER: M. ALI MEHRAZARIN
A-MEHR, INC.
23016 Mill Creek Drive
Laguna Hills, CA 92653

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 13: SUSPENSION OR TERMINATION OF SERVICES

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 on that portion of the work so postponed, suspended, or abandoned. In the event of such suspension or termination, ENGINEER 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 ENGINEER's total compensation beyond the maximum stated in Article 4.

In the event suspension of services exceeds twelve (12) months in duration, ENGINEER may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project.

ARTICLE 14: ASSIGNMENT

Neither party shall assign nor transfer its interest in this Agreement without the written consent of the other.

ARTICLE 15: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of ENGINEER shall operate as a waiver of the default, of any subsequent or other default by ENGINEER, 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 16: EXAMINATION OF RECORDS

ENGINEER agrees DISTRICT shall have access to and the right to examine any directly pertinent books, documents, papers, and records of ENGINEER and all the transactions relating to this Agreement.

12-13

ARTICLE 17: TERMS

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

ARTICLE 18: 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 19: INCORPORATION OF RECITALS

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

ARTICLE 20: 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

By 
MARK A. ZIRBEL
Legal Counsel for DISTRICT

VENTURA REGIONAL SANITATION DISTRICT


By 
DENNIS GILLETTE, Chairman
Board of Directors

ATTEST:

By 
RHONDA CATRON
Clerk of the Board

ENGINEER:

By 
M. ALI MEHRAZARIN, Principal Engineer

10/11/09
INTERNAL USE ONLY
Principal Analyst 
Fiscal Technician _____
Director of Finance VD
City _____

12-14

EXHIBIT "A"

A-Mehr Inc.

Professional Engineers & Scientists Specializing in Landfills

23016 Mill Creek Drive
Laguna Hills, CA 92653

2009 SEP 21 AM 11:25

Phone (949) 206-0157
Fax (949) 206-9157

VENTURA REGIONAL SANITATION DISTRICT

September 17, 2009

Mr. Frank Kiesler
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003-0704

RE: Proposal for Engineering Services
Toland Road Landfill Phase 3B Liner

Dear Mr. Kiesler:

Thank you for your letter of September 4, 2009 offering an opportunity to update our proposal for development of construction documents for the Toland Road Phase 3B Liner project. After consideration, we have concluded that our original work approach, project personnel and fee schedule remain appropriate for the project. For your convenience we attach three copies of our original proposal dated October 8, 2008. We have attached to each copy a list of current and completed projects to provide additional information regarding A-Mehr, Inc. experience and capabilities.

We would like to note that we consider this project to be a relatively straightforward landfill development project, with many similarities to the numerous projects we have completed at other landfills for which we have done multiple liner development projects. Our practice is client-based rather than project-based, and as the attached project list demonstrates, we thrive by performing multiple repeat projects for a select list of clients. Our marketing and promotion activities are for the most part simply providing exemplary service that results in client loyalty and repeat work.

We look forward to adding VRSD to our client group, if your selection committee determines that A-Mehr, Inc. is the best choice for the Phase 3B liner project. Thank you again for the opportunity to submit our proposal.

Sincerely,



M. Ali Mehrzarin, P.E.
Principal Engineer

A-Mehr Inc.

Professional Engineers and Scientists Specializing in Landfills

23016 Mill Creek Drive
Laguna Hills, CA 92653

Phone(949) 206-0157
Fax (949) 206-9157

October 8, 2008

Mr. Frank Kiesler
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, California 93003-0704

RE: Proposal for Engineering Services
Toland Road Landfill Phase3B Liner

Dear Mr. Kiesler:

A-Mehr, Inc. is pleased to respond to your letter request for proposals dated September 19, 2008 for preparation of construction drawings and specifications for the Phase 3B liner system at Toland Road Landfill. Our proposal is based on a review of documents provided by VRSD and observations during site visits by our senior landfill engineers.

The proposal presented below is organized in accordance with the outline suggested in the request for proposals.

Project Approach

Our basic goal for the project is to produce a design for the Phase 3B area that is not only consistent and coordinated with existing phases of the landfill, but also enhances the ongoing development of the site to its full potential. We expect to accomplish this goal by ensuring that all essential components of a complete site development plan are in place at completion of our work. The specific tasks we will undertake are outlined below. Three of the tasks are basic steps representing the minimum scope of work needed to produce the required project deliverables. Two optional tasks are recommended for inclusion in the project to add value and enhance the overall quality of the project.

Task 1 – Compile and Review Critical Basis of Design Data

We assume that the following basic site information is readily available and will be supplied by VRSD at the beginning of the project:

- All applicable regulatory documents including the site's Environmental Impact Report, Solid Waste Facility Permit, Waste Discharge Requirements, and Joint Technical Document

12-16

Mr. Frank Kiesler
October 8, 2008
Page 2

- A current overall site topographic map in hard copy and electronic format
- Permitted liner limits
- Permitted final grading plans and elevations
- Geology map(s)
- Site map(s) showing existing and final planned roads and surface water management facilities
- As-built drawings for existing liners
- Existing subdrains
- Existing landfill gas collection and control system including horizontal collectors and header pipes
- Master plan drawings showing conceptual liner grades for the entire site
- Site life calculations for existing fill areas, including existing waste acceptance rates and airspace utilization factor suitable for planning purposes
- Data on existing soil usage rates and soil balance for the site
- Location and quantities of existing stockpiles

In reviewing these documents and data, we will develop the necessary project understanding and digital data base of topography, site facilities and limits necessary for integrating the Phase 3B design with existing and future liners and related site developments. We will also identify any gaps in existing site documentation, and suggest supplemental work needed to fill them if needed to effectively produce the Phase 3B design.

Task 2 – Conceptual Design (Optional Task)

We recommend development of a conceptual design package for VRSD internal review as a preliminary step before preparation of detailed design plans. If this optional task is selected as a scope item by VRSD, we will use the available information reviewed in Task 1 to prepare conceptual plans for the Upper Slope and Base Liner components of Phase 3B, including:

- Liner grades
- Access roads during construction and early fill phases
- Surface water management features during construction and operational phases
- Interim capacity and life of each phase

We will present the conceptual plans to VRSD staff and incorporate comments into the detailed design plans and construction documents.

12-17

Mr. Frank Kiesler
October 8, 2008
Page 3

Task 3 – Detailed Design Plans and Design Report

We will prepare detailed design plans for the Phase 3B area, including potentially separately constructed Upper Slope and Base Liner components. The plan set will typically include the following drawings:

- Existing topography and features
- Geologic map
- Excavation grades
- Stockpile plan
- Subdrain plans and details
- Liner grades and details
- LCRS plan and details
- Drainage plan and details
- Road plans, profiles and details
- Landfill gas collection system expansion plans including horizontal collectors, header pipes, road crossings, etc.

The design plans will be incorporated into a design report containing the following additional information:

- Basis of design
- Earthwork quantities
- Airspace and site life calculations
- Stability analysis of earthwork, liner grades and refuse fill grades
- Technical specifications

Task 4 – Agency Review (Optional Task)

Under this optional task, we would assist VRSD in submitting the Phase 3B design report to the Regional Water Quality Control Board (RWQCB) for review and approval. A-Mehr, Inc. will coordinate and facilitate the review and approval process.

Task 5 – Construction Documents

Concurrently with the RWQCB review process, we will prepare the construction document bid set including:

- Construction drawings
- Construction phasing plan, if applicable
- Technical specifications including VRSD standard general conditions, if any

12-18

Mr. Frank Kiesler
October 8, 2008
Page 4

- Schedule of values – bid items and quantities
- Engineer's estimate of probable cost
- Estimated construction timeline

The documents will be formatted and organized in a manner that will allow VRSD to bid and construct the Upper Slope and Base Liner components separately or concurrently.

Personnel

As with all A-Mehr, Inc. projects, the Toland Road Phase 3B project will be performed by a team of senior professionals who have specialized in solid waste management throughout most of their careers. Resumes of the following key staff members are presented in Attachment 1.

The project will be led and directed by Ali Mehrazarin, P.E., Principal Engineer and Vice President of A-Mehr, Inc. Mr. Mehrazarin has over 25 years experience in civil and geotechnical engineering, including the last 20 years exclusively in the design of solid waste landfills.

Glen Odell, P.E. will be the lead engineer for preparation of plan sets, the design report and construction document sets. Mr. Odell has over 40 years of engineering experience including the last 20 years in the solid waste management industry.

Paul Davis, RG, CEG will provide geologic mapping and consultation for the project. Mr. Davis has over 40 years of experience and has performed mapping and other services for A-Mehr, Inc on a number of projects.

Michael McKee, RG, CHG will provide expertise needed to ensure effective design of subdrains and other project elements related to groundwater management. Mr. McKee is a professional hydrogeologist with over 24 years experience in the environmental management industry. His professional experience includes projects involving the investigation, remediation, and monitoring of potential groundwater contaminants. He is an expert in the design and implementation of groundwater monitoring programs, geochemical and statistical analysis of groundwater data, and the development of remediation programs for contaminated groundwater.

Ray Mehrazarin, P.E. is responsible for preparation of earthwork designs and calculations, stability analysis computations and production of design plans on A-Mehr, Inc.'s computer aided drafting system. Mr. Mehrazarin has 17 years of experience in the solid waste industry.

Mr. Frank Kiesler
October 8, 2008
Page 5

Project Schedule

Subject to discussion with VRSD to determine the desired timeline for bidding and construction, we suggest the following schedule for development of the project, in terms of months following issuance of a notice to proceed.

Task 1 – Background Review	1 month
Task 2 – Conceptual Design	1 month
Task 3 – Detailed Design / Design Report	2 months
Task 4 – RWQCB Review	3 months
Task 5 – Construction Documents	4 months (completed 1 month after RWQCB approval)
Total Project Time	8 months

Project Cost Proposal

A-Mehr, Inc. proposes to complete the scope of work presented above on a cost-reimbursable basis at our standard schedule of hourly rates, as contained below in Attachment 2. We propose not-to-exceed maximum fees for the base and optional tasks as presented below:

Base Tasks

Task 1 – Background Review	\$ 3,000
Task 3 – Detailed Design / Design Report	\$ 33,000
Task 5 – Construction Documents	\$ 20,000
Subtotal Base Tasks	\$ 56,000

Optional Tasks

Task 2 – Conceptual Design	\$ 14,000
Task 4 – RWQCB Review	\$ 4,000
Subtotal Optional Tasks	\$ 18,000

Total Base and Optional Tasks \$ 74,000

Potential Conflict of Interest Statement

A-Mehr, Inc. has no private sector clients in Ventura County or Santa Barbara County. We have provided a variety of services, and presently have active projects, for the Sunshine Canyon Landfill and several Allied Waste Industries transfer stations in Los Angeles County. We do not envision our work for these clients as creating any conflict of interest relative to services for VRSD at Toland Road Landfill.

Mr. Frank Kiesler
October 8, 2008
Page 6

Conclusion

A-Mehr, Inc. appreciates the opportunity to present this proposal. We believe we have the experience and capability to provide the VRSD with an excellent design and service for development of the Phase 3B liner system. We look forward to responding to any questions you may have regarding this proposal.

Sincerely,



M. Ali Mehrzad, P.E.
Principal Engineer

EXHIBIT "B"

SCHEDULE OF BILLING RATES - 2008
A-Mehr, Inc.

PERSONNEL

Personnel charges are for technical work, including technical typing and graphics. Direct charges are not made for costs included in A-Mehr, Inc. overhead, including secretarial service, office management, accounting and maintenance.

<u>Personnel Category*</u>	<u>Hourly Rate</u>
Technician	\$ 95
Staff EAS	\$ 130
Project EAS	\$ 150
Senior EAS	\$ 170
Principal EAS	\$ 190

*EAS = Engineer, Architect or Scientist

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any one day.

OUTSIDE SERVICES

Outside services will be charged at cost plus 10 percent. Common outside items to which this 1.10 multiplier applies include laboratory testing, printing, postage, outside consultants and subcontractors.

EQUIPMENT RENTAL

<u>Equipment</u>	<u>Rate</u>
Field Moisture / Density Gauge	\$ 75/day
Landfill Gas Meter	\$110/day
Borehole field permeability (4 cells)	\$ 90/day
BAT field permeability	\$150/day
Automobiles	\$0.50/mile + \$ 65/day

12-22