

# VENTURA REGIONAL SANITATION DISTRICT

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



October 6, 2011

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

## VRSD CONTRACT NO. 11-025 – SCEC / MONTROSE ENVIRONMENTAL CORP.

### SUMMARY

Staff is seeking approval to enter into a contract with SCEC / Montrose Environmental Corporation (SCEC) to provide required State and Federal air quality emissions testing for the Toland Road, Santa Clara, Coastal, Bailard, and Tierra Rejada Landfills.

### BACKGROUND

The landfills operated and maintained by the Ventura Regional Sanitation District (District) are subject to State and Federal air quality emissions requirements pursuant to California Code of Regulations (CCR) Title 17, Subchapter 10 and Code of Federal Regulations (CFR) 40, Part 60 and Title V Federal Operating Permit conditions. Landfill gas collection and destruction systems have been installed and maintained in accordance with these requirements. Emissions testing of the various destruction devices (this includes the Biosolids Facility) is required on an annual, bi-annual, and quadrennial schedule to verify permit compliance.

The District has been utilizing SCEC's services for several years based on their previous outstanding performance, professional staff, certifications, and experience with the District's facilities. District staff recommends utilizing a negotiated procurement process to enter into a long-term contract with SCEC to perform the required emissions testing.

In order to complete the emissions testing for the next three years, staff proposes the attached contract with SCEC in the amount of \$50,000.

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

Please contact me at my office at 658-4617 or by email at [jasonsiegert@VRSD.com](mailto:jasonsiegert@VRSD.com), if you have any questions.

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**FISCAL IMPACT**

Appropriations for these expenses are included in the adopted Fiscal Year 2011-2012 budget and will be adopted in the future Fiscal Years Biosolids/Electric Generation operations, Landfill operations, and post-closure budgets.

**RECOMMENDATION**

It is recommended the Board authorize the Chairman to sign VRSD Contract No. 11-025 with SCEC / Montrose Environmental Corporation in the amount of \$50,000 for a term to end December 31, 2014.

  
JASON T. SIEGERT – SOURCE CONTROL INSPECTOR

Enc.

REVIEWED AND APPROVED:

  
Sally Coleman – Director of Operations

APPROVED FOR OCTOBER 6, 2011 AGENDA

  
Mark Lawler – General Manager

**CONTRACT NO. 11-025**  
**AGREEMENT FOR CONSULTING SERVICES**  
**BETWEEN**  
**VENTURA REGIONAL SANITATION DISTRICT**  
**AND**  
**SCEC/MONTROSE ENVIRONMENTAL CORPORATION**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of October 2011 by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and SCEC/Montrose Environmental Corporation, a California Corporation, hereinafter "CONSULTANT."

**RECITALS**

- A. DISTRICT has a need to engage the specialized services of a CONSULTANT to provide environmental consulting services.
- B. DISTRICT has selected CONSULTANT, as best qualified, based on unique expertise in relation to DISTRICT operations. The selection procedure is in conformance with Section 403 of DISTRICT Purchasing Resolution No. 89-13.
- C. CONSULTANT represents it possesses the necessary skills and experience to perform the required services and is willing to contract with DISTRICT.
- D. The parties enter into this Agreement to set forth their respective rights and obligations.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT**

- A. CONSULTANT shall provide the environmental consulting services described in the attached as Exhibit "A" to this Agreement and incorporated herein.
- B. CONSULTANT shall designate a representative who shall represent CONSULTANT and be its sole contact and agent in all consultations with DISTRICT during fulfillment of the terms of this Agreement. CONSULTANT's representative shall be Leslie Johnson, President. In the event Ms. Johnson becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Project.
- C. DISTRICT shall assign a Staff Coordinator to work directly with CONSULTANT in connection with CONSULTANT services to be performed under this Agreement.

**ARTICLE 2: TERM OF CONTRACT**

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on December 31, 2014.

### **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

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

B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.

C. CONSULTANT 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 4: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS**

CONSULTANT 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 CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT 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 CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

CONSULTANT shall provide copies of original source electronic files (i.e. - Microsoft Word or Excel files, Autocad DWG files, etc.) of all work completed as part of this CONTRACT. Such files shall not be protected or otherwise restrict access.

### **ARTICLE 5: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services at the hourly rate as prescribed in Exhibit "B" plus any expenses which are pre-approved by DISTRICT. CONSULTANT shall submit weekly invoices in sufficient detail to show the total amount of work done. DISTRICT shall review and approve CONSULTANT's invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within 15 days of submission of each invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made immediately.

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$50,000 without written amendment hereto.

### **ARTICLE 6: TERMINATION OF CONTRACT**

Either party may terminate this Agreement at any time with or without cause by giving ten (10) days written notice to the other party. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

**ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to indemnify and hold harmless DISTRICT, and its officers, agents and employees, from and against any liability, damages, costs, and/or expenses, resulting from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, and/or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, and/or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees. Notwithstanding the preceding sentence, CONSULTANT shall not, in any event, be liable to District for any legal fees or defense costs incurred by District arising out of any action based on allegations of CONSULTANT's negligence performance under this Agreement.

**ARTICLE 8: INSURANCE**

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

- A. Workers' Compensation and Employer's Liability in accordance with applicable laws.
- B. Comprehensive Commercial Liability policies with combined single limit coverage of \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of \$1,000,000 for personal injury, death, or property damage.

CONSULTANT 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 CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without 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.

**ARTICLE 9: SUBCONTRACTORS**

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

**ARTICLE 10: NOTICES**

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

To CONSULTANT: Leslie Johnson, President  
SCEC/MONTROSE ENVIRONMENTAL CORPORATION  
1582-1 N. Batavia Street  
Orange, CA 92867

To DISTRICT: Finance & Administration  
VENTURA REGIONAL SANITATION DISTRICT  
1001 Partridge Drive, Suite 150  
Ventura, California 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 11: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, 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 12: 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 13: TERMS**

No alteration or amendment 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 14: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

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

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

VENTURA REGIONAL SANITATION DISTRICT

By \_\_\_\_\_  
MARK A. ZIRBEL  
Legal Counsel for DISTRICT

By \_\_\_\_\_  
JAMES L. MONAHAN, Chairman  
Board of Directors

ATTEST:

SCEC/MONTROSE ENVIRONMENTAL CORP.

By \_\_\_\_\_  
JOSIE GUZMAN, Clerk of the Board

By \_\_\_\_\_  
LESLIE JOHNSON, President

**INTERNAL USE ONLY**

Principal Analyst \_\_\_\_\_

Finance Manager \_\_\_\_\_

Director of Finance \_\_\_\_\_

Fiscal Technician \_\_\_\_\_

## Exhibit "A"

SCEC shall provide required State and Federal air quality emissions testing for the Toland Road, Santa Clara, Coastal, Bailard, and Tierra Rejada Landfills.

**Exhibit "B"**

**SCEC**

**BILLING RATES, TERMS AND CONDITIONS - VRSD**

Rates Effective: January 1, 2011 to December 31, 2014

**BILLING RATES**

Charges for work performed on the project are calculated and billed on the basis of the classification level hourly rates shown below. The hourly rates are fully inclusive of fringe benefits, burden and fees.

**COMPENSATION SCHEDULE**

**HOURLY RATES (\$)**

LEVEL	CONSULTING	SOURCE TESTING	
		On-Site/Report	Travel/Standby/Laboratory/Prep
Principal/Expert Witness	140	-	-
Director	135	-	-
Senior Program/Project Manager *	125	125	115
Program Manager *	120	120	110
Project Manager/Project Specialist	105	105	95
Senior Staff Scientist/Engineer	95	95	90
Staff Scientist/Engineer	85	85	80
Senior Technician *	70	70	65
Technician	65	65	60
Word Processor/Clerical *	55	55	-

**OTHER CHARGES**

TYPE	CONSULTING	SOURCE TESTING
Mobile Laboratory (Test Van)	-	CEMS - \$85/hour, THC - \$25/hour
Portable Analyzer	-	\$25/hour
Direct Expenses	Cost + 10%	Cost + 10%
Per Diem (In California)	\$160/day	\$160/day
Per Diem (Outside California)	Refer to Proposal	Refer to Proposal

**TERMS AND CONDITIONS**

**INVOICING AND PAYMENT**

For Time and Materials (T&M) basis contracts, invoices will be issued monthly itemizing billing classification level categories worked and other direct expenses incurred in the performance of the project. For Firm, Fixed Price (FFP) basis contracts, deliverables and payment schedule will be as identified in proposal. Payments shall be remitted to the address appearing on the invoice. All payments are due within thirty (30) days of the invoice date. Invoices not paid within thirty days shall be subject to interest from the 31<sup>st</sup> day at the rate of 1.5% per month.

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