





**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 19-004**

**AGREEMENT FOR FLARE MODIFICATION SERVICES  
BETWEEN  
VENTURA REGIONAL SANITATION DISTRICT  
AND  
APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of May 2019, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency/regional sanitation district formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, a Louisiana limited liability company (“CONTRACTOR”). Together, CONTRACTOR and DISTRICT shall be referred to herein as Parties.

**RECITALS**

- A. DISTRICT owns a flare manufactured by LFG Specialties at its Toland Road Landfill located at 3500 Toland Road, Santa Paula, CA 93060.
- B. CONTRACTOR is the owner of the LFG Specialties brand of flares and currently services the flare located at the Toland Road Landfill.
- C. From time to time, the DISTRICT needs to modify the flare in order to meet regulatory requirements.
- D. CONTRACTOR represents that it has the expertise and experience to provide these services to the DISTRICT at the Toland Road Landfill and that it is uniquely qualified to perform such landfill gas collection system flare maintenance and modification.
- E. Based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 in the DISTRICT’s Purchasing Resolution No. 89-13, DISTRICT has selected CONTRACTOR to provide flare modification services for the Toland Road Landfill.
- F. Parties, based upon the valuable and mutual consideration set forth below and the recitals above, agree to enter into and to abide by this Agreement’s terms and conditions as set forth herein.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES**

A. CONTRACTOR shall provide flare modification services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET, which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts in providing flare modification services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit “A.”

C. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both Parties.

D. All work shall be done in a diligent and professional manner to DISTRICT’s satisfaction.

**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, CONTRACTOR















