



June 20, 2019

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, PROPOSED CONTRACT NO. 19-013 WITH SCS ENGINEERS FOR ENVIRONMENTAL MONITORING CONSULTING SERVICES AT THE TOLAND ROAD LANDFILL AND CLOSED LANDFILL SITES

RECOMMENDATION

Approve, and authorize the Board Chair to sign, proposed Contract No. 19-013 with SCS Engineers, for environmental monitoring consulting services in an amount not to exceed \$150,000 for FY2019-20.

FISCAL IMPACT

The funding for this contract is included in the adopted FY2019-20 District budget under account codes 25-401-52079-400301 (\$110,000), 25-452-52079-400801 (\$10,000), 25-451-52079-400803 (\$7,000), 25-453-52079-400805 (\$11,000), 25-454-52079-400804 (\$2,000), and 25-410-52079-411500 (\$10,000).

BACKGROUND/ANALYSIS

In May 2017, the District interviewed several candidates with significant experience in environmental monitoring at landfills within the Southern California region. The panel determined that SCS Engineers was best suited to provide these services for the District due to their extensive experience in the fields of groundwater and air quality reporting in the State of California. Senior staff at SCS Engineers are recognized as experts and leaders in these fields. Services were procured pursuant to the District's formal consultant selection procedures outlined in VRSD Resolution 89-13.

During FY2018-19, SCS Engineers partnered closely with the District's operation staff to develop and expand our internal capabilities through transfer of knowledge. They have elevated the quality of our reporting in the areas of groundwater and air quality monitoring. They also provided crucial operations and maintenance of the District's landfill gas collection systems due to staffing shortage.

The District desires to streamline contract processing in the future. To this end, staff has written the contract to minimize administrative burden and cost to achieve this goal. Going forward, staff would request additional funding annually by including the associated costs

within each fiscal year's proposed budget. Additionally, the contract contains language indicating extension is contingent upon approval of future year funding. This leaves the fiscal control in the hands of the VRSD Board but at the same time minimizes the administrative burden and cost to VRSD to extend the contract.

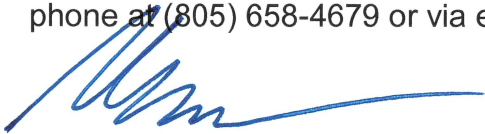
CURRENT PROPOSAL

For FY2019-20, VRSD staff would like to retain SCS Engineers for the following areas of work:

- (1) On-call operation and maintenance support of the gas collection system;
- (2) Air quality/Title V/Greenhouse Gas reporting and support;
- (3) Groundwater monitoring and support.

This letter and the associated contract have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4679 or via email at mattbaumgardner@vrsd.com.



MATT BAUMGARDNER, DIRECTOR OF OPERATIONS

APPROVED FOR BUDGET IMPACT:


Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:


Chris Theisen, General Manager

Attachments: VRSD Contract No. 19-013

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-013**

**AGREEMENT FOR
ENVIRONMENTAL MONITORING CONSULTING SERVICES BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
SCS ENGINEERS**

THIS AGREEMENT is made and entered into this 20th day of June 2019, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and SCS ENGINEERS, a Virginia corporation licensed to do business in the State of California ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing environmental monitoring consulting services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide environmental monitoring consulting services to the DISTRICT.

C. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide environmental monitoring consulting services at Toland Road Municipal Solid Waste Landfill and its closed landfill sites.

D. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. CONSULTANT shall provide the consulting 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. CONSULTANT shall use its best professional efforts and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT'S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide environmental monitoring consulting services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

ARTICLE 2: TERM OF CONTRACT

A. 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 June 30, 2024.

B. This Agreement may be extended annually, no more than four (4) times, by mutual agreement of the Parties. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors ("BOARD") shall prepare in a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for environmental monitoring consulting services is dependent upon the availability of District funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the District Board of Directors, or is not allocated or allotted to this Agreement by the District Board of Directors for periodic payment in the current or any future fiscal period, then the obligations of the District to make payments after the effective date of such non-allocation or non-funding will cease and terminate.

D. If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the District Board of Directors for this Agreement, or is not allocated or allotted in full by the District Board of Directors for this Agreement for periodic payment in the current or any future fiscal period, then the Contractor shall either accept the delayed or reduced payment obligations of District or agree that District has the right to terminate the Agreement as provided in Article 6. If such funding is reduced, District in its sole discretion shall determine which aspects or tasks of the Agreement shall proceed and which work or tasks shall be performed, with corresponding Contractor's Charges for such Services and associated Deliverables. In these situations, District agrees to pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms of Exhibit A to the Agreement. Any obligation to pay by District will not extend beyond the end of District's then-current funding period, except as otherwise provided herein.

E. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

ARTICLE 3: INDEPENDENT CONSULTANT 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 and OWNERSHIP OF DOCUMENTS

A. 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 given or turned over to DISTRICT upon termination of this Agreement.

B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

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 according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. 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 thirty (30) days of agreement on the amount of the 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 within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$150,000 without a mutually acceptable, written amendment hereto.

C. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

D. Costs for outside consultants and subcontractors, equipment/supplies, and for job-related employee travel and subsistence, are billed at actual cost plus a 15 percent administrative fee.

Charges for SCS field equipment and instruments will be in accordance with SCS's Field Equipment Rental Rates Schedule in effect at the time the work is performed.

E. Payment of SCS invoices for services performed will not be contingent upon the District's receipt

of payment from other parties, unless otherwise agreed in writing.

F. For special situations such as expert court testimony or administrative hearing participation, hourly rates will be on an individually negotiated basis.

G. Parties agree that hourly rates for Consultant's Principals will be on an individually negotiated basis.

H. CONSULTANT may bill DISTRICT for actual, necessary, reasonable, and DISTRICT-prior-approved expenses, which shall include but not be limited to business meals, mileage, travel expenses, duplication costs, messenger services, and postage so long as these expenses are directly related to CONSULTANT'S performance of the above work statement/scope of work.

ARTICLE 6: TERMINATION OF CONTRACT

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. 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 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 CONSULTANT's negligent 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 CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

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 policies in accordance with and as required by applicable laws.

B. Commercial General 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.

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.

ARTICLE 9: SUBCONSULTANTS

A. 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 prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a 15 percent administrative fee.

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONSULTANT do covenant that each individual executing this Agreement on behalf of each Party is a person duly authorized and empowered to execute Agreements for such Party.

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. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. 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.

ARTICLE 15: COMPLIANCE WITH LAWS

CONSULTANT 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 CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT 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 reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

ARTICLE 16: FORCE MAJEURE

Neither CONSULTANT nor DISTRICT shall be liable or deemed to be in default for any delay or failure in performance under this Agreement due to interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of CONSULTANT or DISTRICT.

ARTICLE 17: DISPUTE RESOLUTION

In the event that CONSULTANT and DISTRICT have a dispute concerning the payment of sums pursuant to their Contract, the Parties agree to be governed by Public Contracts Code Section 20104, et seq. In the event of such dispute, CONSULTANT shall file a written claim with DISTRICT. DISTRICT shall respond in writing within forty-five (45) days or, within thirty (30) days request additional documentation and respond within fifteen (15) days after said request.

ARTICLE 18: MODIFICATION or AMENDMENT

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

ARTICLE 19: 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: Patrick Sullivan, Senior Vice President
SCS ENGINEERS
3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806

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 20: EXECUTION IN COUNTERPARTS

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.


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

VENTURA REGIONAL
SANITATION DISTRICT

By _____
KEVIN KILDEE
Chairman of the Board

SCS ENGINEERS

By  _____
SOLAVANN SIM
Vice President

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

EXHIBIT A

STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT'S delivery of environmental monitoring consulting services to DISTRICT.

I. Scope of Work

The scope of work includes three (3) principal tasks to be performed by CONSULTANT at the DISTRICT's active Toland Road Landfill and at the DISTRICT's closed landfills. These tasks include:

1. On-Call Landfill Operation and Maintenance Support
2. Air Quality/Title V federal Clean Air Act/Greenhouse Gas Emissions Reporting and Support
3. Groundwater Monitoring – Reporting and Support

Following are details and associated costs for the above tasks:

A. Task 1 – On-call Operations and Maintenance Support

1. CONSULTANT will provide on-call operations and maintenance support for the Toland Road and Oxnard Landfills.
2. CONSULTANT will provide these services as-needed, as directed by DISTRICT, on a time and materials (T&M) basis per the fee schedule in this Exhibit A.

B. Task 2 – Air Quality/Title V/Greenhouse Gas Reporting and Support

Because the District's landfill sites are required to submit the following air quality reports, Consultant shall prepare and submit:

1. Semi-annual New Source Performance Standards (NSPS) monitoring reports on August 15 (for the reporting period of January 1 through June 30) and February 15 (for the reporting period of July 1 through December 31).
2. Semi-annual Title V monitoring reports on August 15 (for the reporting period of January 1 through June 30) and February 15 (for the reporting period of July 1 through December 31).
3. Semi-annual Start-up, Shutdown, and Malfunction (SSM) reports on August 15 (for the reporting period of January 1 through June 30) and February 15 (for the reporting period of July 1 through December 31).

4. An annual Title V Compliance Certification on February 15 for the reporting period of January 1 through December 31.
5. Annual AB 32 Landfill Methane Rule (LMR) Report due March 15 (for the reporting period of January 1 through December 31).
6. United States Environmental Protection Agency (EPA) GHG Mandatory Reporting Regulation (MRR) Annual Report due March 31 (for the reporting period of January 1 through December 31)

CONSULTANT'S scope and cost proposal to prepare these reports for Toland and Oxnard are presented in the Task descriptions below:

Task 2.1 - NSPS Semi-Annual Reports

1. CONSULTANT will organize and review the necessary data and records and then will prepare the draft semi-annual NSPS reports for DISTRICT's review.
2. CONSULTANT will address up to one round of DISTRICT comments and then will finalize the reports for submittal to the Ventura County Air Pollution Control District (VCAPCD).

Task 2.2 - SSM Semi-Annual Reports

1. CONSULTANT will organize and review the necessary data and records and then will prepare the draft semi-annual SSM reports for DISTRICT's review.
2. CONSULTANT will address up to one round of DISTRICT comments and then will finalize the reports for submittal to VCAPCD.

Task 2.3 - Semi-Annual Title V Reports

1. Since the federal Clean Air Act Title V permit for DISTRICT includes a requirement for the preparation and submittal of semi-annual monitoring reports associated with permit compliance, CONSULTANT will organize and review the necessary data and records and then will prepare the draft semi-annual Title V reports along with any necessary back-up documentation (e.g., VCAPCD deviation forms as well as any reports detailing deviations and corrective actions) for DISTRICT's review.
2. CONSULTANT will address up to one round of DISTRICT comments and then will finalize the reports for submittal to the VCAPCD.

Task 2.4 - Annual Title V Compliance Certification

1. Since the Title V permit for DISTRICT also includes a requirement for the preparation and submittal of an annual compliance certification, CONSULTANT will review the information contained in the semi-annual reports and, based on the review, complete the draft certification form along with any necessary back-up documentation (e.g., VCAPCD Deviation Forms as well as any reports detailing deviations and corrective actions) for DISTRICT's review.
2. CONSULTANT will address up to one round of DISTRICT comments and then will finalize

the compliance certification for DISTRICT for submittal to VCAPCD.

Task 2.5 - Annual AB 32 Landfill Methane Rule (LMR) Report

1. Consultant shall meet the annual reporting deadline for the Annual AB 32 LMR Report is March 15 of the following year.
2. Consultant shall know and meet reporting requirements found in Title 17 California Code of Regulations (CCR) §95470 of the LMR.
3. Consultant shall meet the Annual Report requirements as summarized below:

:

- a) General site information
- b) Total volume of LFG collected (reported in standard cubic feet (scf)),
- c) Average composition of LFG collected over the reporting period (reported in percent methane and percent carbon dioxide by volume),
- d) Gas control device type, installation, rating, fuel type, and total LFG combusted in each control device,
- e) Date gas collection and control system (GCCS) installed
- f) Percent methane destruction efficiency
- g) Volume and composition of gas shipped off-site
- h) Type and amount of supplemental fuels burned with the LFG.
- i) Recent topographic map, and
- j) All monitoring data.

Task 2.6 – EPA GHG MRR Annual Report

1. CONSULTANT will collect and compile all of the necessary monitoring data for compliance with the rule.
2. To accomplish task 2.6(1), CONSULTANT would provide a questionnaire detailing any data that it needs that it does not already have in its possession through its current work at the site. CONSULTANT will conduct a review of data to verify it is complete and in appropriate format for preparation of the annual report.
3. CONSULTANT will compile all required items into an annual report, in accordance with EPA GHG rule specifications, for submittal to EPA. A draft of the report will be delivered to DISTRICT for review.
4. Final deliverable will incorporate DISTRICT's comments and be submitted to EPA on the DISTRICT's behalf using EPA's electronic reporting tool, e-GRRT as direct upload, in extensible markup language (XML) format.

Task 2.7 – Additional Air, GHG, and LFG Compliance Services

From time to time during the term of this Agreement, the DISTRICT may desire additional air quality, GHG, or LFG regulatory consulting services and CONSULTANT agrees to provide these services as-needed, as directed by DISTRICT, on a time and materials (T&M) basis. Specifically, these services may include meetings, breakdown reporting, responses to agency requests, miscellaneous permitting efforts, regulatory negotiations and research, etc.

C. Task 3 – Groundwater Monitoring – Reporting and Support

1. Consultant shall provide groundwater monitoring reporting and support services to District based upon the following assumptions related to the below scope of work and budget:
 - a) Field work will be conducted by Chang Environmental.
 - b) Chang Environmental will coordinate with the project laboratory related to bottle orders and samples receipt.
 - c) CONSULTANT will work with Chang Environmental and the project laboratory for the sampling and analytical needs for the three landfills. CONSULTANT will be a cc on the emails between these two entities related to bottle orders, sample receipt, and final laboratory report receipt.
 - d) DISTRICT or Chang Environmental will be responsible for payment of laboratory invoices.
 - e) CONSULTANT will obtain water level forms and field sampling forms from Chang Environmental.
 - f) DISTRICT will provide CONSULTANT electronic files associated with groundwater summary tables, Sanitas database, and site plans/drawings with groundwater well, probe, and other site features.
 - g) As needed for each of the reports, DISTRICT will provide CONSULTANT other Regional Water Quality Control Board (RWQCB) Waste Discharge Requirement (WDR) information related to site operations. Depending on the landfill WDR, this information may include, but is not limited to, leachate sample data, leachate and gas condensate removal volumes, gas probe monitoring data, standard observations, facility or post closure inspections, evaluation of drainage/run-on/run-off systems, financial assurance documentation, water usage amounts, precipitation amounts, and/or laboratory reports for characterization of biosolids or recycled water.
 - h) Stormwater sampling and data review/table preparation related to General Permit and other WDRs than those noted below will be handled by DISTRICT or other consultants. Stormwater laboratory reports and data tables (as needed) will be provided to CONSULTANT for the applicable semiannual monitoring reports.
 - i) GeoTracker Information System uploads and submittals will be performed by DISTRICT or Chang Environmental. If CONSULTANT is asked to perform these tasks, CONSULTANT will coordinate with DISTRICT to obtain the needed authorized representative form.

2. Based on review of WDRs and recent groundwater monitoring reports obtained from GeoTracker Information System, Consultant shall submit the following groundwater monitoring reports for the annual period:
 - a) Toland monitoring reports are due on November 15 for the second semi-annual data and on May 15 for the first semi-annual data. The annual reporting summary is due by April 30.

- b) Coastal/Santa Clara (aka Oxnard Landfills) monitoring reports are due on December 15 for the second semi-annual data and on June 15 for the first semi-annual data.
- c) Bailard (aka Oxnard Landfills) monitoring reports are due on January 15 for the second semi-annual data and on July 15 for the first semi-annual data.
- d) Tierra Rejada monitoring reports are due on October 30 for the second semi-annual data and on April 30 for the first semi-annual data.
- e) The Ozena monitoring report is due on April 30 for the annual data and annual reporting summary.

3. CONSULTANT'S scope and cost to perform oversight for field and laboratory tasks and prepare the noted monitoring reports for the three landfills are presented in the Task descriptions below:

Task 3.1 – Toland Field-Laboratory Oversight and Semi-annual Reports

- 1. CONSULTANT will organize and review the monitoring data, perform statistical analysis, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR Order R4-2007-0063 and its associated monitoring and reporting program (MRP) CI-5644.
- 2. As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances and provide support for verbal notification to the RWQCB.
- 3. CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address one round of DISTRICT comments and then will finalize the report in Adobe Acrobat format for submittal to the RWQCB GeoTracker Information System. A CD with copy of the final report will be submitted to DISTRICT.

Task 3.2 – Coastal-Santa Clara Field-Laboratory Oversight and Semi-Annual Reports

- 1. CONSULTANT will organize and review the monitoring data, perform statistical analysis, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR Order R4-2002-0191 and its associated MRP CI-5664.
- 2. As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances and provide support for verbal notification to the RWQCB.
- 3. CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address one round of DISTRICT comments and then will finalize the report in Adobe Acrobat format for submittal to the RWQCB GeoTracker Information System. A CD with copy of the final report will be submitted to DISTRICT.

Task 3.3 – Bailard Field-Laboratory Oversight and Semi-annual Reports

- 1. CONSULTANT will organize and review the monitoring data, perform statistical analysis, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR

Order R4-2015-0105 and its associated MRP CI-4035.

2. As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances and provide support for verbal notification to the RWQCB.
3. CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address one round of DISTRICT comments and then will finalize the report in Adobe Acrobat format for submittal to the RWQCB GeoTracker Information System. A CD with copy of the final report will be submitted to DISTRICT.

Task 3.4 – Tierra Rejada Field-Laboratory Oversight and Semi-annual Reports

1. CONSULTANT will organize and review the monitoring data, perform statistical analysis/time series, and obtain other monitoring records from DISTRICT as required by Los Angeles RWQCB WDR Order R4-2002-0140 and its associated MRP CI-4294.
2. As needed, CONSULTANT will provide DISTRICT notification of any initial indications of statistical exceedances and provide support for verbal notification to the RWQCB.
3. CONSULTANT will prepare the draft semi-annual reports for DISTRICT's review. CONSULTANT will address one round of DISTRICT comments and then will finalize the report in Adobe Acrobat format for submittal to the RWQCB GeoTracker Information System. A CD with copy of the final report will be submitted to DISTRICT.

Task 3.5 – Ozena Field-Laboratory Oversight and Annual Report

1. When samples are collected, CONSULTANT will organize and review the monitoring data, perform statistical analysis/time series. Based on recent reports, most annual reports will include a summary of the annual field sampling observations and of other monitoring records to be provided by DISTRICT as required by Central Coast RWQCB WDR No. 3 560402166 and its associated MRP No R3-2004-0006 revised on September 3, 2013.
2. CONSULTANT will prepare the draft annual report for DISTRICT's review. CONSULTANT will address one round of DISTRICT comments and then will finalize the report in Adobe Acrobat format for submittal to the RWQCB GeoTracker Information System. A CD with copy of the final report will be submitted to DISTRICT.

D. CONSULTANT shall perform the above 3 tasks and their respective subtasks for a not-to-exceed cost of \$150,000, broken down as follows:

Task Number	Task Description	Unit*	Qty	Fee/Budget	Total
1	On-Call O&M Support	T&M	1	\$18,300	\$18,300
Subtotal					\$18,300
2	Air Quality/Title V/Greenhouse Gas Reporting and Support				
2.1	NSPS Semi-Annual Reports	LS	2	\$7,350	\$14,700
2.2	SSM Semi-Annual Reports	LS	2	\$4,200	\$8,400
2.3	Semi-Annual Title V Reports	LS	2	\$3,150	\$6,300
2.4	Annual Title V Compliance Certification	LS	2	\$2,100	\$4,200
2.5	2017 Annual AB 32 LMR Report	LS	2	\$3,675	\$7,350
2.6	EPA GHG MRR Annual Report	LS	2	\$3,675	\$7,350
2.7	On-Call Air Quality Support	LS	2	\$9,150	\$9,150
Subtotal					\$66,600
3	Groundwater Monitoring – Reporting and Support				
3.1	Toland Field-Laboratory Oversight and Semi-Annual Reports	LS	1	\$14,700	\$14,700
3.2	Coastal-Santa Clara Field-Laboratory Oversight and Semi-Annual Reports	LS	1	\$25,200	\$25,200
3.3	Bailard Field-Laboratory Oversight and Semi-Annual Reports	LS	1	\$12,600	\$12,600
3.4	Tierra Rejada Field-Laboratory Oversight and Semi-Annual Reports	LS	1	\$10,500	\$10,500
3.5	Ozena Field-Laboratory Oversight and Annual Report	LS	1	\$2,100	\$2,100
Subtotal					\$65,100
* LS: Lump Sum / T&M: Time and Materials				TOTAL FEE/BUDGET	\$150,000.00

II. Consultant Rates (\$/Hour)

CONSULTANT shall bill the DISTRICT for work performed under this Agreement at the following rates:

Clerical.....	75
Administrative/Secretarial	85
CAD Drafter	96
Associate Staff Professional	105
Assistant Office Services Manager/Project Administrator	110
Project Analyst	114
CAD Designer.....	118
Office Services Manager/Senior Project Administrator.....	116
Staff Professional I.....	125
Senior Office Services Manager.....	129

Staff Professional II	132
Staff Professional III	140
Project Professional I	148
Project Professional II	156
Project Professional III	163
Senior Project Professional I	170
Senior Project Professional II	182
Senior Project Professional III	192
Certified Industrial Hygienist	198
Project Manager I	205
Project Manager II	215
Senior Certified Industrial Hygienist	224
Project Manager III	230
Senior Project/Technical Manager	245
Senior Project Advisor	254
Project Director I	260
Project Director II	268
Principals	See Note 1

Technical Field Personnel Rate (\$/Hour)

Laborer	58
Fusion Technician	75
Technician	90
Equipment Operator	89
Systems Specialist	80
Foreman	92
Plant Operator	95
Senior Technician/Engineering Technician	102
Superintendent	110
Mechanic	115
Controls Specialist	160
Senior Superintendent	140

Note:

1. Hourly rates for Principals will be on an individually negotiated basis. Typically, these rates are \$275/hour for Principals, \$290 for Vice Presidents, and \$325/hour for Senior Vice Presidents and Senior Executives.