



June 20, 2019

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, PROPOSED CONTRACT NO. 19-014 WITH A-MEHR, INC., FOR LANDFILL ENGINEERING SERVICES AT THE TOLAND ROAD LANDFILL AND CLOSED LANDFILL SITES**

**RECOMMENDATION**

Approve, and authorize the Board Chair to sign, proposed Contract No. 19-014 with A-Mehr, Inc., for landfill engineering services in an amount not to exceed \$225,000 in FY2019-20.

**FISCAL IMPACT**

The funding for this contract is included in the adopted FY2019-20 District budget under account codes 25-401-52074-400300 (\$100,000) and 90-490-52074-499931 (\$125,000).

**BACKGROUND/ANALYSIS**

A-Mehr, Inc. has been providing landfill engineering services for VRSD since 2009. Since coming on board with the District, their principal consultant, Ali Mehr, has been providing operations support, master planning, and engineering design services for Phase 3 and Phase 4 at the Toland Road Landfill. Major work completed during this time has included the design and development of Phase 3B and Phase 4A liners; development of the major perimeter drainage facilities at the site; the field quality assurance services during construction of these projects; review and update to joint technical document (JTD); and update of post closure documents at closed landfill sites. In addition to work at District landfill sites, A-Mehr has over 30 years of experience in landfill engineering throughout Southern California and Hawaii. This work has not only focused on liner development and master planning, but also permitting and operational support.

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.

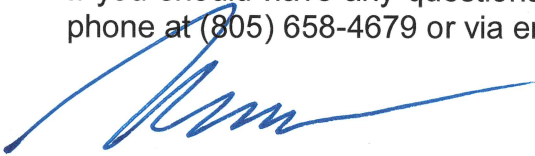
**CURRENT PROPOSAL**

Because of A-Mehr Inc.'s unique experience the District and in accordance with the District's negotiated procurement process outlined in VRSD Resolution 89-13, for FY2019-20, VRSD staff would like to retain A-Mehr, Inc. for the following ongoing areas of work:

- (1) Engineering support to site operations; and
- (2) Assistance in modifying the Toland Road Landfill's Joint Technical Document and Solid Waste Facility Permit as a result of any modifications to the Conditional Use Permit; and
- (3) Design of interim construction and development plans; and
- (4) Phase 2C slope engineering, plans, specifications, and permitting.


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@vrzd.com](mailto:mattbaumgardner@vrzd.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. 19-014

**VENTURA REGIONAL SANITATION DISTRICT  
CONTRACT NO. 19-014**

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

THIS AGREEMENT is made and entered into this 20<sup>th</sup> 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 A-MEHR, INC., a California Corporation (“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 municipal solid waste landfill engineering services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide municipal solid waste landfill engineering 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 municipal solid waste landfill engineering services at the DISTRICT’s Toland Road Municipal Solid Waste Landfill and its closed municipal solid waste landfill sites within the County of Ventura.

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 and be bound 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 landfill engineering 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 by mutual agreement of the Parties with the DISTRICT General Manager acting on behalf of the DISTRICT Board of Directors ("BOARD") to extend this Agreement through a form approved by the DISTRICT Legal Counsel.

C. The Parties acknowledge and agree that this Agreement for municipal solid waste landfill engineering 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 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 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 (10<sup>th</sup>) 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 \$225,000 without a mutually acceptable, written amendment hereto.

#### **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**

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.

## **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: 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 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

A-MEHR, INC.

By \_\_\_\_\_  
KEVIN KILDEE  
Chairman of the Board

By \_\_\_\_\_  
ALI MEHRAZARIN  
Principal Engineer

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 and the rates to be charged in connection with CONSULTANT'S delivery of municipal solid waste landfill engineering services to DISTRICT for its open and closed municipal solid waste landfills.

#### **I. Overall Work Description**

CONSULTANT will provide municipal solid waste landfill engineering services to the District for its open and closed municipal solid waste landfills as outlined in the tasks below:

##### **Task 1 – Provide Engineering support to District's Toland Road Landfill site operations (\$75,000);**

CONSULTANT will prepare road, surface drainage design and construction plans, and recommendations as requested by DISTRICT staff for the Toland Road Landfill and will provide recommendations regarding the leachate and landfill gas management activities. The final work products of deliverables of this Task will be as requested by DISTRICT staff in writing.

CONSULTANT will provide assistance in modifying the Toland Road Landfill's Joint Technical Document and Solid Waste Facility Permit as a result of any modifications to the Conditional Use Permit.

##### **Task 2 – Design interim construction and development plans for at the Toland Road Landfill (\$25,000);**

CONSULTANT will coordinate with DISTRICT operations staff to prepare an updated development plan for the Toland Road Landfill that is consistent with the DISTRICT's interim goals. CONSULTANT will also update the current construction plans and cost estimates which shall include but not be limited to the following interim plans:

- a. Development plans and construction cost estimates;
- b. Fill plan for the existing waste footprint;
- c. Stockpile and access road plans;
- d. Drainage plan; and
- e. Conceptual phased closure plans.

The final work product or deliverables for this Task shall include:

- Interim refuse fill placement plan;
- Stockpile plan;
- Access road plan;
- Drainage plan.
- Construction cost estimates will be presented in an editable worksheet.

**Task 3 – Coordinate and Complete Phase 2C slope engineering, plans, specifications, and regulatory permitting (\$125,000).**

A. CONSULTANT will coordinate and complete the Toland Road Landfill Phase 2C construction which shall include proposing staged closure projects to minimize the Phase 2C construction costs, optimizing the use of high-quality, on-site clayey soils for the final closure projects, and improving the landfill site’s drainage conditions as soon as possible but no later than [insert date].

- B. CONSULTANT’s services for cut slopes above Phase 2C shall include:
- Propose a conceptual design for the Phase 2C cut slope improvement project with a corresponding preliminary construction cost estimate for this work; and
  - Propose conceptual plans with new cut slope grades (benches) that will correct the existing drainage and erosion control issues at the Toland Road Landfill so that storm water run-off will be directed from the existing drainage channels to the newly constructed east drainage road/channel. Deliverables shall include earthwork volume calculations, a preliminary engineer’s cost estimate, and a conceptual construction-sequencing plan.

**II. CONSULTANT Billing Rates for Consultant Services, Outside Services & Equipment Rental**

CONSULTANT shall perform the above-described Tasks on a cost-reimbursable basis at CONSULTANT’s standard hourly fee schedule as shown below:

<u>Position*</u>	<u>Hourly Rate</u>
Technician	\$130.00
Staff EAS	\$150.00
Project EAS	\$170.00
Senior EAS	\$190.00
Principal EAS	\$210.00

\* EAS = Engineer, Architect, or Scientist

CONSULTANT’s time spent in travel shall be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any one day (24 hours) working on this Agreement.

Outside Services

CONSULTANT shall charge for outside services at cost plus 10 percent. Common outside services to which this 1.10 multiplier applies shall include but not be limited to necessary laboratory testing, printing, postage, and outside consultants and subcontractors (which are subject to Agreement Article 9).

Equipment Rental

<u>Equipment</u>	<u>Rate</u>
Field Moisture / Density Gauge	\$75/day
Landfill Gas Meter	\$120/day
Borehole Field Permeability (4 cells)	\$100/day
BAT Field Permeability	\$130/day
Automobiles	\$0.65/mile + \$75/day