



June 18, 2020

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVAL OF AMENDMENT NO. 2 TO CONTRACT NO. 19-038 WITH GEOSYNTEC CONSULTANTS, INC. FOR ENGINEERING CONSULTING SERVICES AT THE TOLAND ROAD LANDFILL

RECOMMENDED ACTIONS

- A. Approve, and authorize the Board Chair to sign, Amendment No. 2 to VRSD Contract No. 19-038, with Geosyntec Consultants, Inc., to increase the total compensation by \$27,000 for a revised total compensation amount not to exceed \$77,000.
- B. Approve the transfer of funds totaling \$27,000 from approved Solid Waste capital funding for the Toland Expansion Phase 2C project to the Landfill Leachate project.

FISCAL IMPACT

The funds needed for this amendment would be transferred from the existing Toland Expansion Phase 2C project funding as follows:

From Toland Expansion Phase 2C (499931):

\$27,000 Engineering Services 90-490-52074

To the Landfill Leachate Treatment projects (499930):

\$27,000 Engineering Services 90-490-52074

BACKGROUND/ANALYSIS

The District retained Geosyntec Consultants, Inc. (Geosyntec) in September 2019 to evaluate the short- and long-term options to treat landfill leachate for reuse as dust control at the Toland Road Landfill. Their work to date has been split into two phases in which they have evaluated carbon, chemical, and biological treatment solutions for landfill leachate and corresponding costs for capital construction and annual maintenance.

After the carbon system was brought online in July 2019, District staff and Geosyntec determined that the historical leachate profile changed and that the required leachate levels VRSD needed to reach through treatment were no longer attainable through carbon filtration at a reasonable expense and effort. During Phase 1, Geosyntec reviewed the

laboratory data and confirmed that carbon filtration would not be an economically viable option going forward. They reviewed chemical treatment options available to see if the District could quickly implement a short-term solution for leachate treatment and to see if chemical treatment could be viable as a long-term solution. They determined that the new leachate profile could not be chemically treated down to the levels required for reuse of post-treatment leachate as dust control. Furthermore, they concluded that the cost for chemical treatment would be significantly more expensive than carbon filtration or simply hauling the leachate offsite, which the District has been doing since August 2019. Following these conclusions, Geosyntec recommended that the District explore an engineered biological treatment solution for the Toland Road Landfill leachate.

On January 16, 2020, the Board approved amendment No. 1 to VRSD Contract No. 19-038 to begin Phase 2 of the overall leachate system project. Over the last few months, this phase of the project focused on biological treatability testing of the existing raw leachate at the landfill and to provide preliminary costs and schedule for a future design and construction project. The results of testing indicated that approximately seventy percent (70%) of Total Organic Carbon (TOC) could be removed from the leachate using a biological treatment system. While this is a promising outcome, leachate still has not reached the levels required under the District's Waste Discharge Requirements (WDR) permit with the Regional Water Quality Control Board (RWQCB).

As a next step in Phase 2, Geosyntec looked at two options that would allow the District to reuse the treated leachate for dust control: 1) further polishing the biologically-treated leachate with chemical treatment; and 2) modifying the WDR permit limits for TOC in treated leachate. Option 1 is theoretically possible and a sample of the biologically-treated leachate exists and has been preserved for further chemical analysis. Option 2 has been discussed on a preliminary basis with the RWQCB staff and at this time they are amenable to reviewing the biological treatment data and considering a modification to the permit limit for TOC. Geosyntec prepared a cost analysis comparing the cost of continuing to haul the leachate offsite (approximately \$875,000 annually) to the capital construction and annual operations costs associated with Options 1 and 2, as follows:

Treatment	Capital Construction Costs	Annual Operations Costs
Off-site hauling	\$0	\$875,000
Option 1: Biological/Chemical	\$2,500,000	\$500,000
Option 2: Biological w/Permit Mod.	\$1,250,000	\$50,000

Both options 1 and 2 present long-term savings when compared with continuing to haul leachate offsite. The return on investment would be paid off in approximately 6 years and 18 months for options 1 and 2, respectively. The equipment for both options is anticipated to have a useful life of at least 20 years.

PROPOSAL

While Option 2 is the District Staff's preferred pathway, it should be noted that the RWQCB must still be persuaded to modify the permit limits for TOC. To do so, Geosyntec and District Staff must demonstrate that the levels of TOC remaining in the leachate at the end of the biological treatment process, while it may still be above the current limit, are essentially inert and not harmful. If Geosyntec and the District are successful in this endeavor, then Option 2 will certainly be the pathway that is chosen for a leachate treatment system. However, while working with the RWQCB on Option 2, chemical treatability testing will need to be conducted in order to complete the analysis of the viability of Option 1. Amendment 2 to the contract will focus on the completion of these two efforts so that Staff may proceed with next steps in design and construction of a leachate treatment system.

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: Amendment No. 2 to VRSD Contract No. 19-038

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-038-2**

**AMENDMENT NO. 2 TO CONTRACT NO. 19-038
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
GEOSYNTEC CONSULTANTS, INC.**

THIS AMENDMENT is made and entered into this 18th day of June 2020, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and GEOSYNTEC CONSULTANTS, INC., a Florida Corporation ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

- A. On September 18, 2019, DISTRICT and CONSULTANT entered into VRSD Contract No. 19-038 ("Agreement"), wherein CONSULTANT agreed to provide landfill leachate consulting services to the DISTRICT in accordance with the statement of work.
- B. On January 16, 2020, DISTRICT and CONSULTANT agreed to amend Contract No. 19-038 to increase CONSULTANT'S compensation by \$25,000 for continued consulting services to test the treatability of landfill leachate at the DISTRICT'S Toland Road Landfill [Contract No. 19-038-1].
- C. CONSULTANT has completed the initial tasks or deliverables set forth in the Agreement and first Amendment.
- D. DISTRICT and CONSULTANT have determined that additional consulting services from CONSULTANT are needed by DISTRICT in order to determine the most effective and cost-effective means of handling Toland Road Landfill leachate.
- E. DISTRICT and CONSULTANT have also determined that a revised scope of work, additional compensation and time for performance are necessary to continue the landfill leachate consulting services, and that this can be accomplished by amending Contract 19-038 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 13 of the Agreement governing modification of the Agreement, as follows:

1. The Parties acknowledge and agree that the following language shall replace their respective provisions as follows:

Article 1.A. and 1.B.: Work Statement/Scope of Services

- A. CONSULTANT shall provide MSW landfill leachate consulting services to the DISTRICT as described in the revised Scope of Service & RATE SHEET, which is attached as "Exhibit A-2" to this Amendment and incorporated herein by reference.

B. CONSULTANT shall use its best professional efforts in providing landfill leachate consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit "A-2."

Article 5.B.: Payment to Consultant in the Agreement

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT'S services described herein shall be increased by \$27,000 from \$50,000 to \$77,000 and shall not exceed \$77,000 without written amendment hereto.

2. Integrated Contract. A copy of the original Agreement (VRSD Contract No. 19-038) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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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 _____
BERT PERELLO
Chairman of the Board

ATTEST

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

GEOSYNTEC CONSULTANTS, INC.

By  _____
Digitally signed by Greg Corcoran
Date: 2020.06.09 08:36:27 -07'00'
GREG CORCORAN
Senior Principal

EXHIBIT A-2

SCOPE OF SERVICES & RATE SHEET

The following, subject to DISTRICT modification, deletion or addition, specifies the work statement, tasks and scope of work to be performed by CONSULTANT for this Agreement, as amended, and the rates to be charged in connection with CONSULTANT's delivery of MSW landfill leachate consulting services to DISTRICT.

I. SCOPE OF SERVICES

A. TASKS or DELIVERABLES

1. TREATABILITY TESTING –

Under Task A.1., CONSULTANT will procure services from a specialty subcontractor to perform the chemical treatability testing on the landfill leachate sample remaining from the biological treatment study. The treatability test will be performed in a laboratory for approximately two to three weeks. CONSULTANT will maintain active communication with the specialty subcontractor throughout the treatability test. The results of the chemical treatment treatability study of the biologically treated leachate, which will be used to estimate the design parameters and costs associated with full-scale treatment implementation.

2. TECHNICAL MEMORANDUM –

Upon the completion of the treatability test in Task A.1. above, CONSULTANT will prepare a technical memorandum as part of Task 2 to summarize the findings from the biological and chemical the treatability studies. In the technical memorandum, CONSULTANT will provide recommendations for next steps for the DISTRICT, which may include, but not be limited to, planning and preliminary design considerations for engineering of a biological/chemical landfill leachate treatment system.

This Task A.2. deliverable shall include submitting a draft technical memorandum to DISTRICT in electronic format (PDF file) for one round of review and comment. The submittal of the draft technical memorandum will be followed by a one-hour teleconference call with DISTRICT to discuss and obtain DISTRICT's review feedback. After the teleconference call, CONSULTANT will address DISTRICT's comments and issue the final memorandum to DISTRICT in electronic format (PDF file).

3. PERMIT MODIFICATION DISCUSSION –

- a. For Task A.3., CONSULTANT will contact the Los Angeles Regional Water Quality Control Board (RWQCB) and discuss potential permit modifications to the Total Organic Carbon (TOC) limit applicable to the landfill leachate. CONSULTANT will arrange and conduct at least two (2) telephone conference calls or video-conference meetings between the RWQCB, DISTRICT, and CONSULTANT.
- b. The first call or meeting shall focus on discussing the landfill leachate treatment project objective, technical basis for a revised TOC limit, permit modification process, and deliverable(s) needed for the permit modification request.
- c. CONSULTANT shall prepare and send a letter, with the technical memorandum from Task A.2. as an attachment, to the RWQCB after the first conference call or video-conference meeting to facilitate RWQCB's review process. Prior to sending this letter to RWQCB, CONSULTANT will share a draft letter for DISTRICT to review and comment for possible revision and finalization.

e. CONSULTANT shall schedule and conduct a follow-up, second, conference call or video-conference meeting with RWQCB approximately 3 weeks after the submittal of the letter to follow up and answer RWQCB's questions.

f. CONSULTANT has not included in-person meetings at the RWQCB office due to the current Covid-19 situation, but should the conditions change and DISTRICT desire in-person interactions with RWQCB, CONSULTANT can make adjustments to the scope and budget as needed. CONSULTANT has also not included the scope to attend in-person or virtual RWQCB boarding meetings at this point because the permit modification process has not been defined.

B. SCHEDULE

CONSULTANT personnel will coordinate with specialty subcontractor to begin chemical treatability testing (Task A.1.) within one week after receipt of notice to proceed (NTP) from DISTRICT on this proposal.

The chemical treatability test typically takes two to three weeks; however, it is contingent on availability of the personnel and testing equipment by the specialty subcontractor. CONSULTANT's desire is to start the treatability testing by beginning of July 2020. Upon receipt of NTP from DISTRICT on this proposal, CONSULTANT will communicate with the specialty subcontractor regarding start date and will update DISTRICT accordingly.

Task A.2. will be initiated after completion of the chemical treatability test (Task 1). CONSULTANT will submit draft of technical memorandum to DISTRICT approximately 4 to 6 weeks after receipt of NTP. CONSULTANT will schedule a conference call to review the draft technical memorandum and receive DISTRICT feedback. Following this call, the technical memorandum will be finalized and submitted to the DISTRICT.

Task A.3. will be initiated approximately 4 weeks after receipt of the NTP (after there is sufficient chemical treatability data). Task A.3.a (first of two conference calls or video-conference meetings) will be scheduled with RWQCB to discuss treatability findings and possibility of permit modifications. CONSULTANT will prepare the draft letter immediately after the call. After revision and finalization of the memorandum (Task A.2.), a final draft of the letter will be prepared and submitted to RWQCB along with the memorandum. Task A.3.e. (a second conference call/meeting) will be conducted with RWQCB approximately 3 weeks following the submittal to the letter/memorandum. Schedule for task 3 is contingent up availability of RWQCB staff.

C. CONSULTANT'S 2019 RATE SCHEDULE

Staff Professional	\$128
Senior Staff Professional	\$148
Professional	\$169
Project Professional	\$192
Senior Professional	\$215
Principal	\$236
Senior Principal	\$256
Technician I	\$ 65
Technician II	\$ 71
Senior Technician I	\$ 78
Senior Technician II	\$ 85

Site Manager I	\$ 90
Site Manager II	\$100
Construction Manager I	\$114
Construction Manager II	\$124
Designer	\$138
Senior Drafter/Senior CADD Operator	\$125
Drafter/CADD Operator/Artist	\$114
Project Administrator	\$ 70
Clerical	\$ 56

Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ 0.09

C. ADDITIONAL PROVISIONS

1. CONSULTANT'S rates are provided on a confidential basis and are client and project specific.
2. Unless otherwise agreed by the Parties, rates will be adjusted annually based on a minimum of the Produce Price Index for Engineering Services.
3. Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
4. Construction management fee presented upon request.

EXHIBIT 1

VENTURA REGIONAL SANITATION DISTRICT CONTRACT NO. 19-038-1

AMENDMENT NO. 1 TO CONTRACT NO. 19-038 AGREEMENT FOR CONSULTING SERVICES BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND GEOSYNTEC CONSULTANTS, INC.

THIS AMENDMENT is made and entered into this 16th day of January 2020, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq., ("DISTRICT") and GEOSYNTEC CONSULTANTS, INC., a Florida Corporation ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

- A. On September 18, 2019, DISTRICT and CONSULTANT entered into VRSD Contract No. 19-038 ("Agreement"), wherein CONSULTANT agreed to provide landfill leachate consulting services to the DISTRICT in accordance with the statement of work.
- B. CONSULTANT has completed the initial scope of work set forth in the Agreement.
- C. DISTRICT and CONSULTANT have determined that additional consulting services from CONSULTANT are needed by DISTRICT in order determine the most effective and cost-effective means of handling landfill leachate.
- D. DISTRICT and CONSULTANT have also determined that a revised scope of work, additional compensation and time for performance are necessary to continue the landfill leachate consulting services, and that this can be accomplished by amending Contract 19-038 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 13 of the Agreement governing terms of the Agreement, as follows:

1. The Parties acknowledge and agree that the following language shall replace the provisions of Articles 1 , 5.B. and 9, and Exhibit A, as follows:

Article 1.A. and 1.B.: Work Statement/Scope of Services

- A. CONSULTANT shall provide MSW landfill leachate consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET, which is attached as Exhibit "A-1" to this Agreement and incorporated herein by reference.
- B. CONSULTANT shall use its best professional efforts in providing landfill leachate consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit "A-1."

Article 5.B.: Payment to Consultant in the Agreement

B. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT'S services described herein shall be increased by \$25,000 from \$25,000 to \$50,000 and shall not exceed \$50,000 without written amendment hereto.

Article 9: Assignment and Delegation

A. This Agreement shall not be assigned, delegated or subcontracted by CONSULTANT to any person or entity without the prior written consent of DISTRICT.

B. If CONSULTANT engages a subcontractor in accordance with this Agreement for any portion of the work set forth in this Agreement, the CONSULTANT shall be primarily responsible for compensating the subcontractor and ensuring that the work performed by the subcontractor meets the standards set forth in this Agreement. Moreover, CONSULTANT agrees to indemnify and hold harmless the DISTRICT in the event of any action, claim, suit or charge by subcontractor arising out of the course of their work in this Agreement.

C. Any subcontractor engaged by CONSULTANT for this Agreement shall not create an employer/employee relationship with the DISTRICT and the subcontractor is an independent contractor as set forth more fully in Article 3 (Independent Consultant Relationship) above.

D. Any work performed by a subcontractor engaged by CONSULTANT shall also be subject to the terms and conditions of Article 4 (Confidential Relationship and Ownership of Documents) above.

2. Exhibit A-1 "Scope of Services & Rate Sheet" shall replace Exhibit A of the Agreement in its entirety.
3. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 19-038) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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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
KEVIN KILDEE
Chairman of the Board

ATTEST

By Juliet J. Rodriguez
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:
ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert N. Kwong
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By Chris Theisen
CHRIS THEISEN
General Manager

GEOSYNTEC CONSULTANTS, INC.

By Greg Corcoran
GREG CORCORAN
Senior Principal

EXHIBIT A-1

SCOPE OF SERVICES & RATE SHEET

The following, subject to DISTRICT modification, deletion or addition, specifies the work statement, tasks and scope of work to be performed by CONSULTANT for this Agreement and the rates to be charged in connection with CONSULTANT's delivery of MSW landfill leachate consulting services to DISTRICT.

I. SCOPE OF SERVICES

A. TASKS

1. SITE VISIT AND SAMPLE COLLECTION –

Task 1 includes a one-day site visit to obtain detailed information regarding the existing operations and layout of existing equipment to evaluate the potential for utilizing as much existing equipment as possible for an engineered biological treatment system.

Under Task 1, leachate samples will be collected for offsite treatability testing and laboratory analysis. CONSULTANT will coordinate shipment of the samples to the appropriate testing facility/laboratory for performing the treatability test (Task 2).

The site visit and sample collection will be performed by two CONSULTANT personnel and on a date that will be pre-coordinated with DISTRICT personnel. It is assumed that DISTRICT staff will accompany CONSULTANT staff onsite at all times during the site visit and sample collection.

2. TREATABILITY TESTING –

Under Task 2, CONSULTANT will procure services from a specialty subcontractor to perform the treatability testing. The treatability test will be performed in a laboratory for approximately two to three weeks. CONSULTANT will be in communication with the specialty subcontractor throughout the treatability test.

3. TECHNICAL MEMORANDUM #2 (TM#2) –

Upon the completion of the treatability test, CONSULTANT will prepare a brief technical memorandum (TM#2) (up to 10 pages) to summarize the findings from the treatability test. In the technical memorandum, CONSULTANT will provide recommendations for next steps, which could include planning and preliminary design considerations (e.g., conceptual level block flow diagram) for engineering of a biological treatment system.

The deliverable from performing Task 3 will include submitting the draft TM#2 to DISTRICT in electronic format (PDF file) for one round of review. The submittal of the draft TM#2 will be followed by a one-hour teleconference call with DISTRICT to discuss TM#2 and obtain DISTRICT's review feedback. After the teleconference call, CONSULTANT will address DISTRICT's comments and issue the final TM#2 to DISTRICT in electronic format (PDF file).

B. SCHEDULE

CONSULTANT personnel will coordinate with DISTRICT to perform the site visit and sample collection (Task 1) within one week after receipt of notice to proceed (NTP) from DISTRICT on this proposal.

The treatability test typically takes two to three weeks; however, it is contingent on availability of the personnel and testing equipment by the specialty subcontractor. CONSULTANT's desire is to start the

treatability testing by mid-January 2019. Upon receipt of NTP from DISTRICT on this proposal, CONSULTANT will communicate with the specialty subcontractor regarding start date and will update DISTRICT accordingly.

Task 3 will be initiated after completion of the treatability test (Task 2) and the draft TM#2 is anticipated to be prepared and submitted to DISTRICT within 4 weeks of starting Task 3.

C. CONSULTANT'S 2019 RATE SCHEDULE

Staff Professional	\$128
Senior Staff Professional	\$148
Professional	\$169
Project Professional	\$192
Senior Professional	\$215
Principal	\$236
Senior Principal	\$256
Technician I	\$ 65
Technician II	\$ 71
Senior Technician I	\$ 78
Senior Technician II	\$ 85
Site Manager I	\$ 90
Site Manager II	\$100
Construction Manager I	\$114
Construction Manager II	\$124
Designer	\$138
Senior Drafter/Senior CADD Operator	\$125
Drafter/CADD Operator/Artist	\$114
Project Administrator	\$ 70
Clerical	\$ 56

Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ 0.09

C. ADDITIONAL PROVISIONS

1. CONSULTANT'S rates are provided on a confidential basis and are client and project specific.
2. Unless otherwise agreed by the Parties, rates will be adjusted annually based on a minimum of the Produce Price Index for Engineering Services.
3. Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
4. Construction management fee presented upon request.

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-038**

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
GEOSYNTEC CONSULTANTS, INC.**

THIS AGREEMENT is made and entered into this 18th day of September 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 GEOSYNTEC CONSULTANTS, INC., a Florida Corporation ("CONSULTANT"). Together, CONSULTANT and DISTRICT shall be referred to herein as Parties.

RECITALS

- A. DISTRICT has a in need for a consultant with experience and expertise in the treatment of municipal solid waste ("MSW") landfill leachate so that the DISTRICT may comply with governing state and federal regulations.
- B. CONSULTANT represents that it has the expertise and experience to provide such MSW landfill leachate consulting services to the DISTRICT at the Toland Road Landfill.
- C. DISTRICT has selected CONSULTANT to provide MSW landfill leachate consulting services for its Toland Road Landfill, 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.
- D. 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. CONSULTANT shall provide MSW landfill leachate 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 in providing storm water management services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit "A."
- C. CONSULTANT 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, 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, 2020.

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 consultant. 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 provide and 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, videos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted. Standard report deliverables (PDF/Excel) are included in the prices quoted in Exhibit A. Raw data files will be provided at an extra charge.

C. 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 (i.e., "time and materials"). DISTRICT shall review and approve CONSULTANT's invoices 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 \$25,000 without a mutually acceptable, written amendment

hereto.

ARTICLE 6: DISTRICT'S RIGHTS

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 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, and employees, from and against any and all liability, damages, costs, losses, claims and expenses, resulting 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: ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the contracted work hereunder shall not be assigned or delegated by CONSULTANT to any person or entity without the prior written consent of DISTRICT.

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: MODIFICATION

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: GOVERNING LAW AND VENUE

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

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.

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: NOTICES

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

To CONSULTANT: Greg Corcoran, Senior Principal
GEOSYNTEC CONSULTANTS, INC.
16644 West Bernardo Drive, Suite 301
San Diego, CA 92127

To DISTRICT: General Manager
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 19: EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts which, taken together, shall be deemed one and the same document. The Parties' signatures to this Agreement transmitted by facsimile or electronic mail transmission shall be deemed binding.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

VENTURA REGIONAL
SANITATION DISTRICT

By 
CHRIS THEISEN
General Manager

GEOSYNTEC CONSULTANTS, INC.

Digitally signed by Greg
Corcoran
Date: 2019.09.19 08:45:30
-07'00'
By 
GREG CORCORAN
Senior Principal

ATTEST:

By 
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

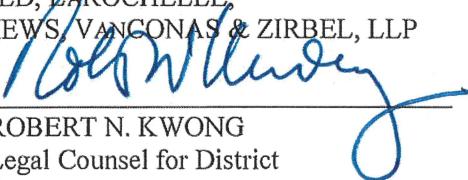
By 
ROBERT N. KWONG
Legal Counsel for District

EXHIBIT A

SCOPE OF SERVICES & RATE SHEET

The following, subject to DISTRICT modification, deletion or addition, specifies the work statement, tasks and scope of work to be performed by CONSULTANT for this Agreement and the rates to be charged in connection with CONSULTANT's delivery of MSW landfill leachate consulting services to DISTRICT.

I. SCOPE OF SERVICES

A. TASKS

1. RESEARCH AND REVIEW DOCUMENTATION –

- a. Consultant will review existing mechanical drawings, Process and Instrumentation Diagrams (P&ID), product and material specifications, laboratory analyses, and any other pertinent documentation related to existing design and operation of the MSW leachate treatment system located at the Toland Road Landfill.
- b. This document review will be done jointly with DISTRICT's representatives.
- c. The goal of this task is to determine if modifications are necessary to the existing leachate treatment system in order to achieve applicable regulatory levels of efficiency or standards.

2. MEETINGS – CONSULTANT will attend, as-needed, meetings and conference calls with the DISTRICT representatives for the purpose of completing Task 1 above.

3. FINDINGS AND RECOMMENDATIONS –

- aFollowing its review of Toland Road Landfill's MSW leachate treatment system documentation and meetings with DISTRICT's representatives pursuant to Tasks 1 and 2 above, CONSULTANT will provide written findings, explanation and justification for such findings, and recommendations to DISTRICT on potential modifications to the Toland Road Landfill MSE leachate treatment system to improve treatment efficiency.

B. CONSULTANT'S 2019 RATE SCHEDULE

Staff Professional	\$128
Senior Staff Professional	\$148
Professional	\$169
Project Professional	\$192
Senior Professional	\$215
Principal	\$236
Senior Principal	\$256
Technician I	\$ 65
Technician II	\$ 71
Senior Technician I	\$ 78
Senior Technician II	\$ 85
Site Manager I	\$ 90
Site Manager II	\$100
Construction Manager I	\$114
Construction Manager II	\$124

Designer	\$138
Senior Drafter/Senior CADD Operator	\$125
Drafter/CADD Operator/Artist	\$114
Project Administrator	\$ 70
Clerical	\$ 56

Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ 0.09

C. ADDITIONAL PROVISIONS

1. CONSULTANT'S rates are provided on a confidential basis and are client and project specific.
2. Unless otherwise agreed by the Parties, rates will be adjusted annually based on a minimum of the Produce Price Index for Engineering Services.
3. Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
4. Construction management fee presented upon request.

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