



December 17, 2020

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, AMENDMENT NO. 1 TO VRSD CONTRACT NO. 19-014 WITH A-MEHR, INC., FOR LANDFILL ENGINEERING SERVICES AT THE TOLAND ROAD LANDFILL AND CLOSED LANDFILL SITES

RECOMMENDATION

- A. Approve a budget increase in the amount of \$250,000; and
- B. Approve, and authorize the Board Chair to sign, Contract Amendment No. 1 to VRSD Contract No. 19-014 with A-Mehr, Inc., for landfill engineering services with a total compensation amount not to exceed \$575,000.

FISCAL IMPACT

Amendment No. 1 requires a Board-approved budget increase in the amount of \$250,000 to account code 90-490-499920-52074.

BACKGROUND/ANALYSIS

A-Mehr, Inc. has been providing landfill engineering services for VRSD since 2009. Major work completed during this time has included operations support, master planning, the design and development of Toland Road Landfill 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 the Joint Technical Document (JTD) required by State regulations, and updates to 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, including liner development, master planning, permitting, and operational support.

On June 20, 2019, the VRSD Board of Directors approved and authorized VRSD Contract No. 19-014 with A-Mehr, Inc., for an amount not to exceed \$225,000 for FY 2019-20. This is a five-year contract, with additional annual funding for the four subsequent fiscal years enabled by the approved annual budget and accomplished via annual renewal.

The scope of services for FY2019-20 was:

- (1) Engineering support to landfill site operations;
- (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 corresponding Conditional Use Permit;
- (3) Design of interim construction and development plans; and
- (4) Phase 2C slope engineering, plans, specifications, and permitting.

While developing the FY2020-21 Budget, \$100,000 was estimated to fund the final plans and bid specifications for the Toland Road Landfill Phase 4B Liner. Upon Board approval of the FY2020-21 budget, Renewal No. 1 to VRSD Contract No. 19-014 was signed by the VRSD General Manager, with a compensation amount not to exceed \$100,000 for the period July 1, 2020, through June 30, 2021, in order to obtain these engineering services from A-Mehr. The current not to exceed amount of the contract is \$325,000.

The scope of services for FY2020-21 was preparation of the final plans and bid specifications for the Toland Road Landfill Phase 4B Liner.

PROPOSAL FOR ADDITIONAL LANDFILL DESIGN SERVICES

Since approval of the FY2020-21 Budget, it has been determined that Toland Road Landfill must prepare to utilize both Phase 4B and Phase 4C sooner than had previously been anticipated. In addition to the necessity to expand into these areas earlier than previously planned, there are cost savings associated with constructing the liner for Phase 4B and Phase 4C at the same time, which also requires engineering support for preparation and construction.

Due to A-Mehr's unique experience with VRSD, and in accordance with Section 302 of VRSD Resolution No. 89-13, Staff contacted A-Mehr and requested a modified proposal for these additional professional services. Staff received a proposal in the amount of \$334,500 (including the \$100,000 already added to the agreement for FY2020-21). The scope of services is listed in the document titled "Augmented Work Statement Composed of Consultant Agreement Exhibits for Toland Road Landfill Phase 4B/4C Design," which is attached to Amendment No. 1, and summarized below.

- (1) Prepare updated cell construction phasing plan based updated information;
- (2) Prepare construction phasing plans and drainage study;
- (3) Draft design and specifications;
- (4) Prepare construction documents and capacity calculations;
- (5) Coordination with Regional Water Quality Control Board (RWQCB) for construction of Phases 4B/4C; and
- (6) Construction support during construction.

The proposed amendment also includes an additional \$15,500 for contingencies, for a total additional amount of \$250,000.

In summary, the VRSD contract with A-Mehr, Inc., would be modified to include additional landfill engineering services during FY2020-21, with corresponding changes in total compensation. VRSD Contract No. 19-014, in the amount of \$225,000, was approved by the VRSD Board of Directors on June 20, 2019. Subsequently, Renewal No. 1 to VRSD Contract No. 19-012 included FY2020-21 compensation of \$100,000. This proposed amendment amends the contract compensation to add an additional 250,000, for a total amount not to exceed \$575,000.

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) 658-4648 or via email at richardjones@vrzd.com.

RICHARD JONES, INTERIM DIRECTOR OF OPERATIONS

FOR FISCAL IMPACT:



Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:



Chris Theisen, General Manager

Attachments:

1. Amendment No. 1 to VRSD Contract No. 19-014
2. VRSD Contract No. 19-014
3. VRSD Contract No. 19-014 – Renewal No. 1

VENTURA REGIONAL SANITATION DISTRICT
AMENDMENT NO. 1 TO CONTRACT NO. 19-014
AGREEMENT FOR
LANDFILL ENGINEERING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
A-MEHR, INC.

THIS AMENDMENT TO THE AGREEMENT is made and entered into this 17th day of December 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 A-MEHR, INC., a California Corporation ("CONSULTANT"). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. In conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, DISTRICT entered into the AGREEMENT (June 20, 2019) with CONSULTANT for the provision of municipal solid waste landfill engineering services for the DISTRICT's Toland Road Landfill and its closed municipal solid waste landfill sites within the County of Ventura.

B. DISTRICT solid waste operations staff has determined that there is an immediate need to plan, design, and construct additional phases of the Toland Road Landfill in order to accommodate daily municipal solid waste deposits.

C. CONSULTANT represents that it has the knowledge and experience to provide such landfill planning, design, and construction management services to the DISTRICT for this next phase of the Toland Road Landfill build out.

D. Parties acknowledge and agree that such landfill planning, design, and construction management services and corresponding compensation can be addressed through the modification of the AGREEMENT as follows:

1. The following text shall replace Articles 2.A and 2.B in their entirety:

"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. Parties further agree that DISTRICT has the option of renewing or extending each fiscal year term of this Agreement for one fiscal year to reflect the DISTRICT's fiscal condition, restraints and priorities as set forth in the corresponding FY Budget approved by the DISTRICT Board of Directors."

"B. This Agreement shall be renewed or extended annually, no more than four (4) times, by

mutual agreement of the Parties, so that the DISTRICT may adjust the total compensation and scope of work of this Agreement to be consistent with fiscal condition, restraints and priorities set forth in the DISTRICT Board of Directors approved FY Budget. The DISTRICT General Manager, on behalf of the DISTRICT Board of Directors, may sign such annual renewal or extension of the Agreement, on a form approved by the DISTRICT Legal Counsel."

2. The following text shall replace Article 5.B in its entirety:

"B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$575,000 without a mutually acceptable, written amendment hereto."

3. EXHIBIT A: STATEMENT OF WORK & RATE SHEET shall be augmented with the attached 7-page document entitled "Augmented Work Statement Composed of Consultant Agreement Exhibits for Toland Road Landfill Phase 4B/4C Design" specifying the additional planning, design and construction management services for Phase 4B/4C Liner and LCRS construction for the Toland Road Landfill.

4. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

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

A-MEHR, INC.

By  _____
ALI MEHRAZARIN
Principal Engineer

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

**AUGMENTED WORK STATEMENT
COMPOSED OF CONSULTANT
AGREEMENT EXHIBITS FOR TOLAND
ROAD LANDFILL PHASE 4B/4C DESIGN**

EXHIBIT A STATEMENT OF WORK

Project Title: Toland Road Landfill- Permitting, Design, Bid documents and engineering support services for Phase 4B/4C Liner and LCRS construction.

Assumptions

This proposal is based on our understanding of the current construction schedule as of September 2020. It assumes the following work to be completed in 2020, and 2021:

2020

- Mass Excavation to remove existing undocumented fill and drainage structures below the Cell Phase 4B/4C grades
- Placement of structural fill and clay liners over the existing refuse in the old landfill and Phase 1 disposal areas

2020-2021

- Phase 4B/4C Liner and LCRS

Phase 4 Cell construction permitting included all Phases of cell development and was submitted to RWQCB and was approved in 2015 as part of our Phase 4A liner and LCRS construction document preparation project.

This proposal includes detailed scope of work to prepare the bid documents and provide engineering support during construction for Phase 4B/4C liner and LCRS construction and is outlined below:

Scope of Work

Phase 4B Disposal Area

Construction of the Phase 4 disposal area (all four construction stages) liner grades as shown in Figure 1 required excavation of approximately 3.3 million cubic yards of native soil and existing stockpiled soil, of which 1.6 million to 2.0 million cubic yards required stockpiling. This volume of stockpiling was and is a major consideration in the staged development of Phase 4.

Staged development of Phase 4 must balance competing needs for accessible waste disposal airspace and soil stockpile capacity. The first consideration in developing this landfill cell is to construct the Phase 4 area in stages, with an emphasis on creating as much airspace as possible with the early stages. The first construction stage, Phase 4A was in the northeast (adjacent to Phase 2A) with subsequent stages proceeding toward the southwest. Phase 4A produce approximately 870,000 cubic yards of interim airspace, and generally preserved existing access roads and drainage systems on the site.

Phase 4B/4C will produce approximately 2,700,000 cubic yards of additional interim airspace. Phases 4B construction will be included in the bid documents as the base bid and will have a specific schedule for completion so that VRSD will have the option of submitting the final construction documents to RWQCB for early approval and use the area for landfilling while the Phase 4C construction is being completed. The Phase 4B will require a temporary leachate collection sump that will immediately be removed after Phase 4C liner and LCRS temporary sump is constructed and approved by RWQCB.

A-Mehr, Inc. will complete the tasks detailed in the following sections:

Phase 4B/4C Liner and LCRS Construction Documents

Task 1 – Prepare updated cell construction phasing plan based updated information

- 1.1 We will update the stockpile plan C for Phase 4B cell construction. We will prepare a stockpile plan for Phase 4C construction. We will update the cell construction phasing plans. To reflect the current development plans selected by VRSD.

We will prepare conceptual plans and addendums to existing JTD, and permit documents as requested.

- 1.2 **Update geological maps and existing data on geologic conditions (by Others)**

The presence of the existing landslide, existing refuse limits in the old disposal area and Phase I area, undocumented fill, subsurface liquids, and landfill conditions in the project area requires close attention to geological and subsurface conditions, and preparation of clear and accurate geologic and subsurface maps. As part of Phase 4 permitting, VRSD's consulting geologist has prepared an updated and consolidated geologic map combining all the existing and recent information for the Phase 4 area. We will coordinate with the geologist and assist them by providing project drawings and design information for Phase 4B/4C liner and LCRS project. We will be available during field investigation for locating the limits of existing refuse limits in the old disposal area and Phase I landfill area. We will include the geological maps and report (by others) with our design.

Task 1 Work Product: Include the updated geologic and subsurface maps and report prepared by others with our updated cell construction phasing plan.

Task 2 -Prepare construction phasing plans and drainage study

- 2.1 **Prepare construction phasing plan for Phase 4B/4C, site access, and drainage facilities**

We will prepare conceptual plans for the construction and permitting consistent with VRSD's objectives for the project and will meet with the VRSD staff to

review the plan. We will prepare preliminary airspace volume calculation for Phase 4B/4C.

To the extent possible, develop a conceptual cell sequencing plan that:

- Maintains existing access roads; and
- Maintains existing drainage channels and basins.

Phase 4B/4C will be a 10-acre lined cell and will be designed for construction in two construction stages. We will maintain the existing drainage and access. Phase 4B and Phase 4C will consist of approximately 8 acres and 4 acres of floor and slope liners, respectively. The subsequent stages, Phases 4D will be developed in the next 2 to 3 years.

2.2 Prepare drainage control study and plan for Phase 4B/4C based on the existing drainage conditions and controls

We will evaluate the existing drainage conditions and controls and prepare a drainage study and control plans for Phase 4B/4C.

Task 2 Work Product: Conceptual development Plans and drainage study and control plan for Phase 4B/4C.

Task 3 - draft design and specifications

3.1 Prepare draft design plans and specifications for Phase 4B/4C

We will update the current excavation plans based on the findings of the Task 1 subsurface investigations. We will update the drawings developed in Task 2 and will prepare supplemental details to provide a draft drawing set for review and planning purposes. The current project specifications will be updated consistent with the approved design report to reflect the current liner construction practices and specific information for Phase 4B/4C construction. A-Mehr, Inc. will meet with VRSD's project manager two times to review and finalize the design plans and specifications.

Task 3 Work Product: Preliminary design plans and specifications.

Task 4 - Prepare construction documents and capacity calculations

4.1 Prepare final construction documents for Phase 4B/4C

Following preparation of preliminary design plans and specifications for the Phase 4B/4C, construction drawings, specifications and contract documents for drainage controls and liner construction for Phase 4B/4C will be prepared. The final contract documents will include bid items, quantities, payment methods,

plans, and specification. A-Mehr, Inc. will meet with VRSD's project manager two times to review and finalize the drawings and the contract documents.

4.2 Prepare refuse fill plan for Phase 4B/4C cell and calculate airspace volumes

Work with VRSD operations staff to develop a fill plan for Phase 4B/4C in accordance with the applicable regulations and permit conditions for refuse grades and estimate the capacity and life for the cell. A-Mehr, Inc. will meet with VRSD's project manager two times to develop and finalize the plan.

Task 4 Work Product: Construction plans and specifications, refuse fill plan and capacity calculations for Phase 4B/4C.

Task 5 – Coordination with RWQCB for construction of Phases 4B/4C

5.1 Prepare a permit package for Phase 4B/4C to be submitted to RWQCB

We will assist the VRSD staff in preparation and submittal of the Phase 4B/4C construction documents to Regional Water Quality Control (RWQCB). We will be available to meet and or address any questions that VRSD may receive from the regulatory agencies.

Task 6 – Construction support during construction – Allowance for 95 days of construction

After we complete our scope of work for the design, permitting, construction and preparation of bid documents phases for Phase 4B/4C landfill cell we will assist VRSD staff during bidding and selection of the contractor for the construction project as requested. We will be available as the Engineer or Record to provide our engineering support services during construction.

This allowance is based on the construction period of 95 days and based on A-Mehr providing construction quality assurance services for this project under a separate contract. This should reduce the cost of engineering support and CQA services for the project.

6.1 Engineering support services during construction

Our engineering services during construction will include the following:

Participate in one or more pre-construction meetings to establish the construction schedule, procedures and coordination between the contractor and construction quality assurance consultant.

Review and provide written responses to contractor's engineering submittals and requests for information on all elements of the project.

Issue clarifications or addenda to drawings and specifications as required.

Advise VRSD staff on construction cost matters including contractor requests for change orders, if any.

Conduct site visits and attend construction meetings and with Regional Water Quality Control (RWQCB) staff as requested by the VRSD Project Manager. We assume a total of 20 site visits and meetings will be required during 2021 for construction of Phase 4B/4C.

The unanticipated subsurface and site conditions may require revisions and updates to the construction plans and documents. We will prepare revised and updated construction documents as requested by the VRSD Project Manager.

Exhibit B
SCHEDULE OF BILLING RATES AND COSTS

CONSULTANT shall be compensated based on the attached schedule of fees. Total charges shall not exceed **\$ 334,500** without prior written authorization from VRSD.

Task	Subtask	Subtask Cost	Task Subtotal
1	1.1 Updated overall development phasing plan	\$9,600	
	1.2 Update geologic maps	\$4,500	\$14,100
2	2.1 Prepare conceptual construction phasing plan	\$27,300	
	2.2 Prepare drainage control and evaluation study	\$25,000	\$52,300
3	3.1 Draft design and specifications	\$29,000	\$29,000
4	4.1 Final construction documents	\$127,400	
	4.2 Fill plan and capacity calculations	\$15,500	\$142,900
5	5.1 RWQCB approvals coordination	\$11,400	\$11,400
6	6.1 Engineering support services for 95 days	\$84,800	\$84,800
Total Estimated Cost			\$334,500

SCHEDULE OF BILLING RATES - 2020
A-Mehr, Inc.

PERSONNEL

Personnel charges are for technical work, including technical typing and graphics. Direct charges are not made for costs included in A-Mehr, Inc. overhead, including secretarial service, office management, accounting and maintenance.

PERSONNEL CATEGORY*	HOURLY RATE
Technician	\$ 130
Staff EAS	\$ 150
Project EAS	\$ 170
Senior EAS	\$ 190
Principal EAS	\$ 210

*EAS = Engineer, Architect or Scientist

Time spent in travel in the interest of the client will be charged at hourly rates, except that no more than 8 hours of travel time will be charged in any one day.

OUTSIDE SERVICES

Outside services will be charged at cost plus 10 percent. Common outside items to which this 1.10 multiplier applies include laboratory testing, printing, postage, outside consultants and subcontractors.

EQUIPMENT RENTAL

EQUIPMENT	RATE
Field Moisture / Density Gauge	\$ 75/day
Landfill Gas Meter	\$ 120/day
Borehole field permeability (4 cells)	\$ 100/day
BAT field permeability	\$ 130/day
Automobiles	\$0.60/mile + \$ 75/day

EXHIBIT C
WORK AND COMPLETION SCHEDULE

CONSULTANT will make its best efforts to achieve major project milestones as listed below, beginning after receipt of a signed agreement and notice to proceed. Achievement of milestones is dependent on timely review of submittals and approvals by VRSD, and timely reviews by regulatory agencies,

<u>Phase</u>	<u>Description</u>	<u>Required Completion Time</u>
Task 1 - Updated overall development phasing plan and geologic map		2 weeks
Task 2 - Prepare conceptual construction phasing plans and drainage		2 weeks
Task 3 - Draft design and specifications		4 weeks
Task 4 - Final construction documents and capacity		10 weeks
Task 5 - RWQCB approval coordination		12 weeks
Task 6 - Engineering support during construction		20 weeks

Required completion times will begin after receipt of written authorization from VRSD for CONSULTANT to proceed.

**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 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 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 (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 \$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.

-- THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

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

A-MEHR, INC.

By M. Ali Mehr
ALI MEHRAZARIN
Principal Engineer

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

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

ATTEST:

By Juliet Rodriguez
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

VENTURA REGIONAL SANITATION DISTRICT

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



July 15, 2020

A-Mehr, Inc.
23016 Mill Creek Drive
Laguna Hills, CA 92653

Subject: Agreement for Landfill Engineering Services
VRSD Contract Number 19-014 – Renewal #1

Dear Ali Mehrazarin:

Per our contract with you cited above we wish to renew our contract with you for a one-year period from July 1, 2020 to June 30, 2021. The contract states:

Article 2 - 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.

Amended for the one-year period from July 1, 2020 to June 30, 2021:

Article 5 – B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$100000 without a mutually acceptable, written amendment hereto.

If you agree to this contract extension, please sign and date below and return this signed letter to Ventura Regional Sanitation District through Adobe Sign.

Chris Theisen, General Manager

Chris Theisen
Chris Theisen (Jul 23, 2020 13:37 PDT)

Jul 23, 2020

Signature

Date

Agreed:
A-Mehr, Inc.

M. Ali Mehrazarin
M. Ali Mehrazarin, PE (Jul 23, 2020 13:21 PDT)

Jul 23, 2020

Signature

Date

Print Name & Title: M. Ali Mehrazarin, PE

Vice President

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