



July 15, 2021

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, AMENDMENT NO. 2 TO CONTRACT NO. 19-009 WITH DRAGOMIR DESIGN-BUILD, INC.

RECOMMENDATIONS

- A. Approve, and authorize Board Chair to sign, Amendment No. 2 to Contract No. 19-009 with Dragomir Design-Build, Inc. to include additional investigative work needed for the Design and Construction Quality Assurance for Toland Road Landfill Phase 4B cell construction and increase the contract amount by \$42,930, for a total amount not to exceed \$632,730.
- B. Unencumber \$197,212 from VRD Contract No. 19-014-1 with A-Mehr, Inc. for remaining funds not utilized for the design and construction of Toland Road Landfill Phase 4B.
- C. Encumber \$42,930 for VRSD Contract No. 19-009-2 with Dragomir Design-Build, Inc.

FISCAL IMPACT

The funding for this contract amendment is included in the Board-adopted FY2020-21 District Budget. Approval of this contract amendment with Dragomir Design-Build, Inc. will require a budget transfer in the amount of \$42,930 for Solid Waste capital – Phase 4B (account code 90-490-499936-52074). The funding of this contract amendment will come from the remaining funds available on the A-Mehr Contract No. 19-014-1 (account code 90-490-499936-52074).

BACKGROUND/ANALYSIS

The Toland Road Landfill is an ever-changing earth moving and solid waste disposal operation that is subject to comprehensive engineering review and regulatory requirements. Final design and construction of the landfill's Phase 4B was planned for commencement in FY2021-22. Current projections, utilizing the recent daily average tonnage received at Toland Road Landfill, now indicate that all available lined airspace will be exhausted by November of 2021. As a result of this updated estimate, the

installation of the next phase of liner construction must be expedited in order to ensure uninterrupted acceptance of waste.

On June 20, 2019, the VRSD Board of Directors approved and authorized VRSD Contract No. 19-009 with Dragonmir Design-Build, Inc., for an amount not to exceed \$75,000 for FY 2019-20. This is a five-year (5 year) contract, with additional annual funding for the four subsequent fiscal years to be enabled by the District Board approved annual budget and accomplished via annual contract renewal by District staff in accordance with this contractual direction from your Board.

The scope of services for FY2019-20 under the original contract was:

- (1) Research and Review Documentation
- (2) Level 2 Exceedance Response Action (ERA) Technical Report
- (3) Storm water Multiple Application & Report Tracking System (SMARTS)
- (4) Meetings with Regulatory Agencies and District (SMARTS) Compliance
- (5) Site Inspections
- (6) Sand Filter Design
- (7) Construction Management

On July 15, 2020, Agreement No. 19-009 was renewed by the VRSD General Manager, with the amount of \$150,000 established by the Board of Directors in the FY2020-21 VRSD Budget. In addition, on April 1, 2021, Agreement No. 19-009 was amended to be increased by \$364,800 to include additional professional services associated with Toland Road Landfill Phase 4B. The current “not to exceed amount” of this contract with Dragomir is \$589,800.

The scope of services for FY2020-21 is now:

- (1) Research and Review Documentation
- (2) Level 2 Exceedance Response Action (ERA) Technical Report
- (3) Storm water Multiple Application & Report Tracking System (SMARTS)
- (4) Meetings with Regulatory Agencies and District (SMARTS) Compliance
- (5) Site Inspections
- (6) Construction Management
- (7) Design and Construction Quality Assurance (CQA) for Phase 4B Liner Construction
- (8) Phase 4B Liner project:
 - a) Design Report and Geotechnical Stability Analysis
 - b) Construction Quality Assurance and Project Management

PROPOSAL FOR ADDITIONAL LANDFILL DESIGN SERVICES

Since it now has been determined that Toland Road Landfill must prepare to utilize Phase 4B sooner than had previously been anticipated in order to prevent exhaustion of all lined airspace, District staff is recommending that the Board find that Section 403 of VRSD Resolution No. 89-13, which allows for the purchase of services through negotiated procurement “where compelling economic or administrative considerations warrant employment of alternative purchasing procedures,” applies in this case.

Due to Dragomir’s unique experience with VRSD landfills, Staff contacted Dragomir and requested a modified proposal, to include additional investigative professional services associated with Toland Road Landfill Phase 4B. Staff received a proposal in the amount of \$42,930.

The scope of services for additional Phase 4B Liner project is:

- (1) Investigative services for Phase 4B by reviewing all record drawings and all information for the pot holes and the test drilling locations.

This proposed amendment would increase the total contract compensation amount by \$42,930, for a not-to-exceed amount of \$632,730.

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) 805-658-4679 or via email at RichardJones@vrzd.com.



RICHARD JONES, DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT: 
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA: 
Chris Theisen, General Manager

Attachments: 1. Amendment No. 2 to VRSD Contract No. 19-009

VENTURA REGIONAL SANITATION DISTRICT
AMENDMENT NO. 2 TO CONTRACT NO. 19-009
AGREEMENT FOR STORM WATER MANAGEMENT SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, INC.

THIS AMENDMENT is made and entered into this 15th day of July 2021, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and DRAGOMIR DESIGN-BUILD, Inc., a California Corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On June 20, 2019, DISTRICT and CONTRACTOR entered VRSD Contract No. 19-009, Agreement for Storm Water Management Services (“Agreement”), wherein CONTRACTOR agreed to provide engineering services to the DISTRICT for the DISTRICT’s active and closed municipal solid waste landfills for 5 years subject to DISTRICT contracting policies.

B. DISTRICT and CONTRACTOR acknowledged and agreed to renew and extend the Agreement on July 15, 2020 through a letter agreement pursuant to Article 2.B. of the Agreement whereby the Agreement was renewed for FY20-21 with corresponding Board-approved allocations of \$150,000 for those services for FY20-21.

C. On April 1, 2021, DISTRICT and CONTRACTOR acknowledged and agreed to amend VRSD Contract 19-009 to provide for additional compensation in the amount of \$364,800, necessary to continue the design engineering work and to accommodate an increased scope of work related to the design, regulatory approval, and quality control during construction (Amendment No. 19-009-1).

D. DISTRICT and CONTRACTOR acknowledged and agreed to renew and extend the Agreement on July 1, 2021 through a letter agreement pursuant to Article 2.B. of the Agreement whereby the Agreement was renewed for FY21-22 with corresponding Board-approved allocations of \$150,000 for those services for FY21-22.

E. DISTRICT and CONTRACTOR have now determined that additional investigative work is needed to design and construct Phase 4B liner project at the Toland Road Landfill to meet continued landfill operational needs.

F. DISTRICT and CONTRACTOR acknowledge and agree that additional compensation is necessary to complete this additional investigative work and to accommodate an increased scope of work related to the design, regulatory approval, and quality control during construction. And that this can be accomplished by amending Contract 19-009-01 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below, the recitals above, and Article 18 of the Agreement, it is mutually agreed by and between the Parties:

1. The following language shall replace the original provisions of Article 5.B.: Payment to Contractor:

“B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR’s services

described herein shall be increased by \$42,930 from \$739,800 to \$782,730 and shall not exceed \$782,730 without prior written amendment by the Parties hereto.”

2. The following language shall be added to Exhibit A: Statement of Work & Rate Sheet:

“**Task 9** – Additional investigative work for Phase 4B liner project at Toland Road Landfill (\$42,930)”

3. A copy of the original Agreement (as renewed or extended) is attached to this Amendment as Exhibit “A” and incorporated herein by this reference. The Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

4. A copy of the amended Agreement (as renewed or extended) is attached to this Amendment as Exhibit “B” and incorporated herein by this reference. The Agreement shall, except as expressly modified herein, remain unchanged and shall be 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

DRAGOMIR DESIGN-BUILD, INC.

By _____
JIM FRIEDMAN
Chairman of the Board

By  _____
Cristian Dragomir (Jul 9, 2021 07:59 PDT)
CRIS DRAGOMIR
Owner

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

DRAGOMIR DESIGN-BUILD, INC.
VRSD Toland Road Landfill
Amended Exhibit A: Statement of Work & Rate Sheet
Phase 4B Scope of Services
VRSD Contract No. 19-009-2

Task 9: ADDITIONAL INVESTIGATIVE SERVICES

1. Design Report (Plans, Specs (including liner specifications), CQA Plan): \$21,465
2. Geotechnical Stability Analysis: \$21,465

Total Phase 4B – Investigative Services: \$42,930

EXHIBIT A

VENTURA REGIONAL SANITATION DISTRICT

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



July 15, 2020

Dragomir Design-Build, Inc.
8440 Paseo de Caballo
Atascadero, CA 93422

Subject: Agreement for Storm Water Management Services
VRSD Contract Number 19-009 – Renewal #1

Dear Chris Dragomir:

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 \$150000 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 (Jul 16, 2020 05:56 PDT)

Jul 16, 2020

Signature

Date

Agreed:
Dragomir Design-Build, Inc.


Shauna Dragomir (Jul 15, 2020 22:17 PDT)

Jul 15, 2020

Signature

Date

Print Name & Title: Shauna Dragomir Vice President

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-009**

**AGREEMENT FOR
STORM WATER MANAGEMENT SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, 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 DRAGOMIR DESIGN-BUILD, 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 storm water management services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide storm water management 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 storm water management services at the Toland Road Municipal Solid Waste Landfill.

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

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

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

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

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

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

ARTICLE 2: TERM OF CONTRACT

A. Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2024.

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

C. The Parties acknowledge and agree that this Agreement for storm water management 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 CONSULTANT 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 CONSULTANT's Charges for such Services and associated Deliverables. In these situations, District agrees to pay CONSULTANT 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. CONSULTANT expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent 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 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 \$75,000 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: Chris Dragomir

DRAGONMIR DESIGN-BUILD, INC.
8440 Paseo De Caballo
Atascadero CA 93422

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

DRAGOMIR DESIGN-BUILD, INC.

By Chris Dragomir
CHRIS DRAGOMIR
Principal

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

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

ATTEST:

By Lisa 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 storm water management services to DISTRICT at its open and closed landfills.

CONSULTANT will provide storm water management services as outlined in the tasks below:

TASK 1: RESEARCH AND REVIEW DOCUMENTATION – Consultant shall review the list of documents below that will be used to set the overall storm water management project constraints. Consultant's review will be a cooperative effort with DISTRICT's staff to determine the appropriate site constraints and obstacles to overcome.

- a. Water Quality Design Guidelines: CONSULTANT will research and review applicable local, state, and federal ordinances related to stormwater discharge requirements and the Clean Water Act (CWA). CONSULTANT will review the Industrial General Permit (IGP) requirements issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). It is CONSULTANT'S understanding that the Project Site is discharging stormwater runoff to Santa Clara River, a receiving water body listed in the CWA Section 303(d) as having impairments. CONSULTANT will research the Site's current sampling parameters against those listed in the IGP and in the CWA 303(d) list, in order to understand whether the Site is currently following proper sampling protocols.
- b. SMARTS Online Profile: CONSULTANT will review all documents previously submitted by others for the Site to the SMARTS profile page to establish historical knowledge of the Site's past performance.
- c. Survey Data: CONSULTANT will review existing survey files provided by DISTRICT in electronic CAD format of most recent aerial Site survey, to understand stormwater runoff general flow direction, conveyances, obstacles, storage, and the like.
- d. Geotechnical Data: CONSULTANT will review existing geotechnical reports relevant to soil characteristics of the Site, to understand soil types and settling velocities for the establishment of sediment removal options from stormwater runoff.
- e. WDR and JTD: CONSULTANT will review of the Site's current Waste Discharge Requirements (WDR) and Joint Technical Document (JTD) to establish historical knowledge of the Site.
- f. Existing Site Drainage Map and Hydrology: CONSULTANT will review the most recent Site drainage map and hydrology calculations of major flow paths, conveyance structures, as well as sedimentation basin size and outlet structures, in order to understand the existing stormwater runoff conveyance, management, and treatment systems in place.

TASK 2: LEVEL 2 ERA TECHNICAL REPORT –

- a. CONSULTANT shall prepare a Level 2 Exceedance Response Action (ERA) Technical Report, as required by the California Industrial General Permit (IGP), to address the past Numeric Action Level (NAL) and Technology-Based Numeric Action Level (FNAL) exceedances, which placed the Toland Road landfill site at IGP Discharger Level 2.

b. CONSULTANT shall submit this report prior to June 30, 2019, pursuant to a six-month extension request granted by the LARWQCB in lieu of original due date of January 1, 2019, as per the IGP.

TASK 3: STORMWATER MULTIPLE APPLICATION & REPORT TRACKING SYSTEM (SMARTS) COMPLIANCE

a. CONSULTANT will update and/or assist with maintaining the Toland Road Landfill Site's SMARTS profile and bring it current with the new ERA 2 Technical Report, Stormwater Pollution Prevention Plan (SWPPP) updates, AD HOC Monitoring Reports, Annual Reports, and Inspection Reports.

TASK 4: MEETINGS with REGULATORY AGENCIES and DISTRICT

On an on-going and as-needed basis, CONSULTANT shall attend DISTRICT and agency meetings and conference calls in furtherance of all other tasks in this Agreement.

TASK 5: SITE INSPECTIONS

a. CONSULTANT will provide as-needed Site inspection services at the request of DISTRICT.

b. Site Inspection services may include, but not be limited to pre-storm, post storm, and during a storm event, as well quarterly and/or yearly general Site inspections for various submittals required by the LARWQCB.

TASK 6: SAND FILTER DESIGN

CONSULTANT shall provide DISTRICT with engineering drawings and specifications for a sand filter in the stormwater detention basin / debris basin at the Toland Road Landfill so that District can draft the necessary request for proposal for competitive project bidding.

TASK 7: CONSTRUCTION MANAGEMENT

CONSULTANT will provide construction management and oversight throughout the construction of the sand filter.

**HOURLY LABOR BILLING RATES AND
EXPENSE REIMBURSEMENT SCHEDULE
CALENDAR YEAR 2019
(Non-Prevailing Wage)**

LABOR CATEGORY	MAX. HOURLY RATE (U.S. \$) (NON-PREVAILING WAGE)
Professional	
Engineering Intern	\$50.00
Technical Writer	\$100.00
Designer/CAD Operator	\$115.00
Engineer I	\$120.00
Engineer II	\$125.00
Engineer III/Senior Designer	\$135.00
Senior Engineer	\$140.00
Project Engineer/Project Coordinator	\$150.00
Project Manager/Sr. Project Coordinator	\$185.00
Senior Project Manager	\$205.00
Principal	\$230.00
Expert Witness Testimony*	\$450.00
Administrative	
Administrative Clerk	\$50.00
Senior Administrative Clerk	\$75.00
Word Processor/Administrative Support	\$65.00
Graphic Designer/Research	\$110.00

Outside reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by others will be billed at cost plus 10%.

Reimbursable In-House Costs

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 Photo Copies (B&W 11"x17") \$ 0.35/Each
 Color Copies (up to 8.5"x11") \$ 1.50/Each
 Color Copies (to 11"x17") \$ 2.50/Each
 Large Format Copies \$ 1.00/S.F.
 Mileage \$ 0.545/Mile

NOTE: All rates are effective to December 31, 2019. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond December 31, 2019.

* Four-hour minimum

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT

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



July 1, 2021

Dragomir Design-Build, Inc.
8440 Paseo De Caballo
Atascadero, CA 93422

Subject: Agreement for Engineering Support Services
VRSD Contract Number 19-009 – Renewal #2

Dear Cris Dragomir:

Per our contract with you cited above we wish to renew our contract with you for a one-year period from July 1, 2021 to June 30, 2022. 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, 2021 to June 30, 2022:

Article 5 – B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$739,800 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

Signature

07/07/21

Date

Agreed:
Dragomir Design-Build, Inc.

Shauna Dragomir (Jul 8, 2021 16:15 PDT)

Signature

07/07/21

Date

Print Name & Title: Shauna Dragomir

Vice President/Director

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-009-1**

**AMENDMENT NO. 1 TO CONTRACT NO. 19-009
AGREEMENT FOR STORM WATER MANAGEMENT SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, INC.**

THIS AMENDMENT is made and entered into this 1th day of April 2021, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and DRAGOMIR DESIGN-BUILD, Inc., a California Corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On June 20, 2019, DISTRICT and CONTRACTOR entered VRSD Contract No. 19-009, Agreement for Storm Water Management Services ("Agreement"), wherein CONTRACTOR agreed to provide engineering services to the DISTRICT for the DISTRICT's active and closed municipal solid waste landfills for 5 years subject to DISTRICT contracting policies.

B. DISTRICT and CONTRACTOR acknowledged and agreed to renew and extend the Agreement on July 15, 2020 through a letter agreement pursuant to Article 2.B. of the Agreement whereby the Agreement was renewed for FY20-21 with corresponding Board-approved allocations of \$150,000 for those services for FY20-21.

C. DISTRICT and CONTRACTOR have now determined that there is an urgent need to design and construct phase 4B liner project at the Toland Road Landfill to meet continued landfill operational needs.

D. DISTRICT and CONTRACTOR acknowledge and agree that additional compensation is necessary to continue the design engineering work and to accommodate an increased scope of work related to the design, regulatory approval, and quality control during construction. And that this can be accomplished by amending Contract 19-009 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below, the recitals above, and Article 18 of the Agreement, it is mutually agreed by and between the Parties:

1. The following language shall replace the original provisions of Article 2.A and 2.B. 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. 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 language shall replace the original provisions of Article 5.B.: Payment to Contractor:

“B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR’s services described herein shall be increased by \$364,800 from \$225,000 to \$589,800 and shall not exceed \$589,800 without prior written amendment by the Parties hereto.”

3. The following language shall be added to Exhibit A: Statement of Work & Rate Sheet:

“**Task 8** – Design, provide specification, and construction quality assurance for phase 4B liner project at Toland Road Landfill (\$364,800)

CONSULTANT shall complete installation engineering plans for phase 4b liner and leachate collection recovery system, including all remaining earth work designs. Phase 4B proposal is attached and incorporated herein by reference.”

4. A copy of the original Agreement (as renewed or extended) is attached to this Amendment as Exhibit “A” and incorporated herein by this reference. The Agreement shall, except as expressly modified herein, remain unchanged and shall be 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 *Jim Friedman*
Jim Friedman (Apr 7, 2021 18:05 PDT)

JIM FRIEDMAN
Chairman of the Board

DRAGOMIR DESIGN-BUILD, INC.

By *Cris Dragomir*
Cristian Dragomir (Apr 6, 2021 14:32 PDT)

CRIS DRAGOMIR
Owner

ATTEST

By *Juliet Rodriguez*
Juliet Rodriguez (Apr 8, 2021 07:28 PDT)

JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
Robert Kwong (Apr 8, 2020 07:56 PDT)

ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By 

CHRIS THEISEN
General Manager

DRAGOMIR DESIGN-BUILD, INC.
Toland Road Landfill
Phase 4B Scope of Services
VRSD Contract No. 19-012-1

Task 1: DESIGN

1. Design Report (Plans, Specs (including liner specifications), CQA Plan): \$60,000
2. Geotechnical Stability Analysis: \$26,600

Total Task 1 Cost: \$86,600

Task 2: CONSTRUCTION QUALITY ASSURANCE

1. Project Management, Engineering Support & Field Meetings: \$40,000
2. Field Survey: \$30,000
3. Phase 1 Liner Cap Exploration: \$2,500
4. Grading Verification and Field Testing: \$45,500
5. Liner Installation Inspection and Field Testing: \$74,800
6. Lab Testing: \$25,300
7. Grading and Geologic Report: \$20,100
8. Final CQA Report: \$40,000

Total Task 2 Cost: \$278,200

Total Phase 4B Cost: \$364,800

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-009**

**AGREEMENT FOR
STORM WATER MANAGEMENT SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, 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 DRAGOMIR DESIGN-BUILD, 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 storm water management services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide storm water management 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 storm water management services at the Toland Road Municipal Solid Waste Landfill.

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

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

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

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

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

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

ARTICLE 2: TERM OF CONTRACT

A. Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2024.

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

C. The Parties acknowledge and agree that this Agreement for storm water management 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 CONSULTANT 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 CONSULTANT's Charges for such Services and associated Deliverables. In these situations, District agrees to pay CONSULTANT 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. CONSULTANT expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent 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 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 \$75,000 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: Chris Dragomir

DRAGONMIR DESIGN-BUILD, INC.
8440 Paseo De Caballo
Atascadero CA 93422

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

DRAGOMIR DESIGN-BUILD, INC.

By Chris Dragomir
CHRIS DRAGOMIR
Principal

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

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

ATTEST:

By Lisa 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 storm water management services to DISTRICT at its open and closed landfills.

CONSULTANT will provide storm water management services as outlined in the tasks below:

TASK 1: RESEARCH AND REVIEW DOCUMENTATION – Consultant shall review the list of documents below that will be used to set the overall storm water management project constraints. Consultant's review will be a cooperative effort with DISTRICT's staff to determine the appropriate site constraints and obstacles to overcome.

- a. Water Quality Design Guidelines: CONSULTANT will research and review applicable local, state, and federal ordinances related to stormwater discharge requirements and the Clean Water Act (CWA). CONSULTANT will review the Industrial General Permit (IGP) requirements issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). It is CONSULTANT'S understanding that the Project Site is discharging stormwater runoff to Santa Clara River, a receiving water body listed in the CWA Section 303(d) as having impairments. CONSULTANT will research the Site's current sampling parameters against those listed in the IGP and in the CWA 303(d) list, in order to understand whether the Site is currently following proper sampling protocols.
- b. SMARTS Online Profile: CONSULTANT will review all documents previously submitted by others for the Site to the SMARTS profile page to establish historical knowledge of the Site's past performance.
- c. Survey Data: CONSULTANT will review existing survey files provided by DISTRICT in electronic CAD format of most recent aerial Site survey, to understand stormwater runoff general flow direction, conveyances, obstacles, storage, and the like.
- d. Geotechnical Data: CONSULTANT will review existing geotechnical reports relevant to soil characteristics of the Site, to understand soil types and settling velocities for the establishment of sediment removal options from stormwater runoff.
- e. WDR and JTD: CONSULTANT will review of the Site's current Waste Discharge Requirements (WDR) and Joint Technical Document (JTD) to establish historical knowledge of the Site.
- f. Existing Site Drainage Map and Hydrology: CONSULTANT will review the most recent Site drainage map and hydrology calculations of major flow paths, conveyance structures, as well as sedimentation basin size and outlet structures, in order to understand the existing stormwater runoff conveyance, management, and treatment systems in place.

TASK 2: LEVEL 2 ERA TECHNICAL REPORT –

- a. CONSULTANT shall prepare a Level 2 Exceedance Response Action (ERA) Technical Report, as required by the California Industrial General Permit (IGP), to address the past Numeric Action Level (NAL) and Technology-Based Numeric Action Level (FNAL) exceedances, which placed the Toland Road landfill site at IGP Discharger Level 2.

b. CONSULTANT shall submit this report prior to June 30, 2019, pursuant to a six-month extension request granted by the LARWQCB in lieu of original due date of January 1, 2019, as per the IGP.

TASK 3: STORMWATER MULTIPLE APPLICATION & REPORT TRACKING SYSTEM (SMARTS) COMPLIANCE

a. CONSULTANT will update and/or assist with maintaining the Toland Road Landfill Site's SMARTS profile and bring it current with the new ERA 2 Technical Report, Stormwater Pollution Prevention Plan (SWPPP) updates, AD HOC Monitoring Reports, Annual Reports, and Inspection Reports.

TASK 4: MEETINGS with REGULATORY AGENCIES and DISTRICT

On an on-going and as-needed basis, CONSULTANT shall attend DISTRICT and agency meetings and conference calls in furtherance of all other tasks in this Agreement.

TASK 5: SITE INSPECTIONS

a. CONSULTANT will provide as-needed Site inspection services at the request of DISTRICT.

b. Site Inspection services may include, but not be limited to pre-storm, post storm, and during a storm event, as well quarterly and/or yearly general Site inspections for various submittals required by the LARWQCB.

TASK 6: SAND FILTER DESIGN

CONSULTANT shall provide DISTRICT with engineering drawings and specifications for a sand filter in the stormwater detention basin / debris basin at the Toland Road Landfill so that District can draft the necessary request for proposal for competitive project bidding.

TASK 7: CONSTRUCTION MANAGEMENT

CONSULTANT will provide construction management and oversight throughout the construction of the sand filter.

**HOURLY LABOR BILLING RATES AND
EXPENSE REIMBURSEMENT SCHEDULE
CALENDAR YEAR 2019
(Non-Prevailing Wage)**

LABOR CATEGORY	MAX. HOURLY RATE (U.S. \$) (NON-PREVAILING WAGE)
Professional	
Engineering Intern	\$50.00
Technical Writer	\$100.00
Designer/CAD Operator	\$115.00
Engineer I	\$120.00
Engineer II	\$125.00
Engineer III/Senior Designer	\$135.00
Senior Engineer	\$140.00
Project Engineer/Project Coordinator	\$150.00
Project Manager/Sr. Project Coordinator	\$185.00
Senior Project Manager	\$205.00
Principal	\$230.00
Expert Witness Testimony*	\$450.00
Administrative	
Administrative Clerk	\$50.00
Senior Administrative Clerk	\$75.00
Word Processor/Administrative Support	\$65.00
Graphic Designer/Research	\$110.00

Outside reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by others will be billed at cost plus 10%.

Reimbursable In-House Costs

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NOTE: All rates are effective to December 31, 2019. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond December 31, 2019.

* Four-hour minimum

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-009-1**

**AMENDMENT NO. 1 TO CONTRACT NO. 19-009
AGREEMENT FOR STORM WATER MANAGEMENT SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, INC.**

THIS AMENDMENT is made and entered into this 1th day of April 2021, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and DRAGOMIR DESIGN-BUILD, Inc., a California Corporation ("CONTRACTOR"). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. On June 20, 2019, DISTRICT and CONTRACTOR entered VRSD Contract No. 19-009, Agreement for Storm Water Management Services ("Agreement"), wherein CONTRACTOR agreed to provide engineering services to the DISTRICT for the DISTRICT's active and closed municipal solid waste landfills for 5 years subject to DISTRICT contracting policies.

B. DISTRICT and CONTRACTOR acknowledged and agreed to renew and extend the Agreement on July 15, 2020 through a letter agreement pursuant to Article 2.B. of the Agreement whereby the Agreement was renewed for FY20-21 with corresponding Board-approved allocations of \$150,000 for those services for FY20-21.

C. DISTRICT and CONTRACTOR have now determined that there is an urgent need to design and construct phase 4B liner project at the Toland Road Landfill to meet continued landfill operational needs.

D. DISTRICT and CONTRACTOR acknowledge and agree that additional compensation is necessary to continue the design engineering work and to accommodate an increased scope of work related to the design, regulatory approval, and quality control during construction. And that this can be accomplished by amending Contract 19-009 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below, the recitals above, and Article 18 of the Agreement, it is mutually agreed by and between the Parties:

1. The following language shall replace the original provisions of Article 2.A and 2.B. 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. 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 language shall replace the original provisions of Article 5.B.: Payment to Contractor:

“B. Total fees or compensation to be paid by DISTRICT to CONTRACTOR for CONTRACTOR’s services described herein shall be increased by \$364,800 from \$225,000 to \$589,800 and shall not exceed \$589,800 without prior written amendment by the Parties hereto.”

3. The following language shall be added to Exhibit A: Statement of Work & Rate Sheet:

“**Task 8** – Design, provide specification, and construction quality assurance for phase 4B liner project at Toland Road Landfill (\$364,800)

CONSULTANT shall complete installation engineering plans for phase 4b liner and leachate collection recovery system, including all remaining earth work designs. Phase 4B proposal is attached and incorporated herein by reference.”

4. A copy of the original Agreement (as renewed or extended) is attached to this Amendment as Exhibit “A” and incorporated herein by this reference. The Agreement shall, except as expressly modified herein, remain unchanged and shall be 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 *Jim Friedman*
Jim Friedman (Apr 7, 2021 18:05 PDT)

JIM FRIEDMAN
Chairman of the Board

DRAGOMIR DESIGN-BUILD, INC.

By *Cris Dragomir*
Cristian Dragomir (Apr 6, 2021 14:32 PDT)

CRIS DRAGOMIR
Owner

ATTEST

By *Juliet Rodriguez*
Juliet Rodriguez (Apr 8, 2021 07:28 PDT)

JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
Robert Kwong (Apr 8, 2020 07:56 PDT)

ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By 

CHRIS THEISEN
General Manager

DRAGOMIR DESIGN-BUILD, INC.
Toland Road Landfill
Phase 4B Scope of Services
VRSD Contract No. 19-012-1

Task 1: DESIGN

1. Design Report (Plans, Specs (including liner specifications), CQA Plan): \$60,000
2. Geotechnical Stability Analysis: \$26,600

Total Task 1 Cost: \$86,600

Task 2: CONSTRUCTION QUALITY ASSURANCE

1. Project Management, Engineering Support & Field Meetings: \$40,000
2. Field Survey: \$30,000
3. Phase 1 Liner Cap Exploration: \$2,500
4. Grading Verification and Field Testing: \$45,500
5. Liner Installation Inspection and Field Testing: \$74,800
6. Lab Testing: \$25,300
7. Grading and Geologic Report: \$20,100
8. Final CQA Report: \$40,000

Total Task 2 Cost: \$278,200

Total Phase 4B Cost: \$364,800

VENTURA REGIONAL SANITATION DISTRICT

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



July 15, 2020

Dragomir Design-Build, Inc.
8440 Paseo de Caballo
Atascadero, CA 93422

Subject: Agreement for Storm Water Management Services
VRSD Contract Number 19-009 – Renewal #1

Dear Chris Dragomir:

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 \$150000 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 (Jul 16, 2020 05:56 PDT)

Jul 16, 2020

Signature

Date

Agreed:
Dragomir Design-Build, Inc.


Shauna Dragomir (Jul 15, 2020 22:17 PDT)

Jul 15, 2020

Signature

Date

Print Name & Title: Shauna Dragomir Vice President

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 19-009**

**AGREEMENT FOR
STORM WATER MANAGEMENT SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, 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 DRAGOMIR DESIGN-BUILD, 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 storm water management services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide storm water management 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 storm water management services at the Toland Road Municipal Solid Waste Landfill.

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

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

A. CONSULTANT shall provide the consulting services to the DISTRICT as described in the STATEMENT OF WORK & RATE SHEET which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

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

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

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

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

ARTICLE 2: TERM OF CONTRACT

A. Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2024.

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

C. The Parties acknowledge and agree that this Agreement for storm water management 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 CONSULTANT 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 CONSULTANT's Charges for such Services and associated Deliverables. In these situations, District agrees to pay CONSULTANT 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. CONSULTANT expressly agrees that no penalty or damages shall be applied to, or shall accrue to, District in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP

A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent 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 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 \$75,000 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: Chris Dragomir

DRAGONMIR DESIGN-BUILD, INC.
8440 Paseo De Caballo
Atascadero CA 93422

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

DRAGOMIR DESIGN-BUILD, INC.

By Chris Dragomir
CHRIS DRAGOMIR
Principal

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

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

ATTEST:

By Lisa 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 storm water management services to DISTRICT at its open and closed landfills.

CONSULTANT will provide storm water management services as outlined in the tasks below:

TASK 1: RESEARCH AND REVIEW DOCUMENTATION – Consultant shall review the list of documents below that will be used to set the overall storm water management project constraints. Consultant's review will be a cooperative effort with DISTRICT's staff to determine the appropriate site constraints and obstacles to overcome.

- a. Water Quality Design Guidelines: CONSULTANT will research and review applicable local, state, and federal ordinances related to stormwater discharge requirements and the Clean Water Act (CWA). CONSULTANT will review the Industrial General Permit (IGP) requirements issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). It is CONSULTANT'S understanding that the Project Site is discharging stormwater runoff to Santa Clara River, a receiving water body listed in the CWA Section 303(d) as having impairments. CONSULTANT will research the Site's current sampling parameters against those listed in the IGP and in the CWA 303(d) list, in order to understand whether the Site is currently following proper sampling protocols.
- b. SMARTS Online Profile: CONSULTANT will review all documents previously submitted by others for the Site to the SMARTS profile page to establish historical knowledge of the Site's past performance.
- c. Survey Data: CONSULTANT will review existing survey files provided by DISTRICT in electronic CAD format of most recent aerial Site survey, to understand stormwater runoff general flow direction, conveyances, obstacles, storage, and the like.
- d. Geotechnical Data: CONSULTANT will review existing geotechnical reports relevant to soil characteristics of the Site, to understand soil types and settling velocities for the establishment of sediment removal options from stormwater runoff.
- e. WDR and JTD: CONSULTANT will review of the Site's current Waste Discharge Requirements (WDR) and Joint Technical Document (JTD) to establish historical knowledge of the Site.
- f. Existing Site Drainage Map and Hydrology: CONSULTANT will review the most recent Site drainage map and hydrology calculations of major flow paths, conveyance structures, as well as sedimentation basin size and outlet structures, in order to understand the existing stormwater runoff conveyance, management, and treatment systems in place.

TASK 2: LEVEL 2 ERA TECHNICAL REPORT –

- a. CONSULTANT shall prepare a Level 2 Exceedance Response Action (ERA) Technical Report, as required by the California Industrial General Permit (IGP), to address the past Numeric Action Level (NAL) and Technology-Based Numeric Action Level (FNAL) exceedances, which placed the Toland Road landfill site at IGP Discharger Level 2.

b. CONSULTANT shall submit this report prior to June 30, 2019, pursuant to a six-month extension request granted by the LARWQCB in lieu of original due date of January 1, 2019, as per the IGP.

TASK 3: STORMWATER MULTIPLE APPLICATION & REPORT TRACKING SYSTEM (SMARTS) COMPLIANCE

a. CONSULTANT will update and/or assist with maintaining the Toland Road Landfill Site's SMARTS profile and bring it current with the new ERA 2 Technical Report, Stormwater Pollution Prevention Plan (SWPPP) updates, AD HOC Monitoring Reports, Annual Reports, and Inspection Reports.

TASK 4: MEETINGS with REGULATORY AGENCIES and DISTRICT

On an on-going and as-needed basis, CONSULTANT shall attend DISTRICT and agency meetings and conference calls in furtherance of all other tasks in this Agreement.

TASK 5: SITE INSPECTIONS

a. CONSULTANT will provide as-needed Site inspection services at the request of DISTRICT.

b. Site Inspection services may include, but not be limited to pre-storm, post storm, and during a storm event, as well quarterly and/or yearly general Site inspections for various submittals required by the LARWQCB.

TASK 6: SAND FILTER DESIGN

CONSULTANT shall provide DISTRICT with engineering drawings and specifications for a sand filter in the stormwater detention basin / debris basin at the Toland Road Landfill so that District can draft the necessary request for proposal for competitive project bidding.

TASK 7: CONSTRUCTION MANAGEMENT

CONSULTANT will provide construction management and oversight throughout the construction of the sand filter.

**HOURLY LABOR BILLING RATES AND
EXPENSE REIMBURSEMENT SCHEDULE
CALENDAR YEAR 2019
(Non-Prevailing Wage)**

LABOR CATEGORY	MAX. HOURLY RATE (U.S. \$) (NON-PREVAILING WAGE)
Professional	
Engineering Intern	\$50.00
Technical Writer	\$100.00
Designer/CAD Operator	\$115.00
Engineer I	\$120.00
Engineer II	\$125.00
Engineer III/Senior Designer	\$135.00
Senior Engineer	\$140.00
Project Engineer/Project Coordinator	\$150.00
Project Manager/Sr. Project Coordinator	\$185.00
Senior Project Manager	\$205.00
Principal	\$230.00
Expert Witness Testimony*	\$450.00
Administrative	
Administrative Clerk	\$50.00
Senior Administrative Clerk	\$75.00
Word Processor/Administrative Support	\$65.00
Graphic Designer/Research	\$110.00

Outside reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by others will be billed at cost plus 10%.

Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11") \$ 0.20/Each
 Photo Copies (B&W 11"x17") \$ 0.35/Each
 Color Copies (up to 8.5"x11") \$ 1.50/Each
 Color Copies (to 11"x17") \$ 2.50/Each
 Large Format Copies \$ 1.00/S.F.
 Mileage \$ 0.545/Mile

NOTE: All rates are effective to December 31, 2019. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond December 31, 2019.

* Four-hour minimum