



May 4, 2023

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BORD CHAIR TO SIGN, AMENDMENT NO. 1 TO CONTRACT NO. 22-018 WITH DRAGOMIR DESIGN-BUILD, INC. IN AN AMOUNT NOT TO EXCEED \$69,390.

RECOMMENDATION

Approve, and authorize Board Chair to sign, Amendment No. 1 to Contract No. 22-018 with Dragomir Design-Build, Inc. to add more investigative work needed for the Design and Construction Quality Assurance for Toland Road Landfill Phase 4C cell construction and increase the contract amount by \$69,390, for a total compensation amount not to exceed \$626,690.

FISCAL IMPACT

The FY 22-23 Budget contains \$3,000,000 for the Toland Road Landfill Phase 4C project of which only \$551,700 has been encumbered to date. The funding for this proposed contract amendment of \$69,390 with Dragomir can be accommodated within the adopted District Budget. The monies are budgeted in the Toland Phase 4C Mass Excavation project (account 01-900-52074 499590120).

BACKGROUND

On September 1, 2022, the District approved VRSD Contract No. 22-018 with Dragomir Design-Build to:

1. prepare and complete all necessary plans, drawings, diagrams, and documents necessary for the construction of Phase 4C/D of the Toland Road Landfill,
2. coordinate the clay liner investigation related to Phase 4C/D,
3. review relevant data and prepare the bid package for the mass excavation,
4. oversee the mass excavation project related to Phase 4C/D;
5. Research, design, and assist DISTRICT in permitting for the Evaporative Transpiration (ET) Final Cover that will be the new final cover for the Toland Road Landfill after it has reached its permitted final height.

In total, the original contract, renewals and contract amendment costs equal \$557,300 to date. Your Board should also know that Dragomir has been instrumental in helping VRSD through numerous landfill engineering issues facing the Toland Road Landfill.

PROPOSAL

As a part of the mass excavation and slope design for the Phase 4C cell (the final cell yet to be filled with municipal solid waste), the Oakridge Geoscience, Inc raised the question of the stability of the perimeter slope on the south side of the Phase 4C excavation. Specifically, the geologist is concerned about the south perimeter slope's structural stability given the expected future loading that will be exerted on it as a result of filling the cell with municipal solid waste up to the approved height of the final surface of the landfill. To determine the condition of this slope, VRSD Solid Waste Operations staff worked with Dragomir Design- Build, Inc. and Oakridge Geoscience, Inc. to propose a study that will evaluate the condition and stability of the perimeter slope on the south side of the Phase 4C excavation cell and prepare a report with its findings and any recommendations to stabilize the slope if necessary. The contract amendment is necessary so that Dragomir may continue to provide critical support to the District on this project.


This letter has been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4679 or via email at 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. 1 to VRSD Contract No. 22-018

VENTURA REGIONAL SANITATION DISTRICT
AMENDMENT NO. 1 TO VRSD CONTRACT NO. 22-018
AGREEMENT FOR LANDFILL DESIGN SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, INC.

THIS AMENDMENT to VRSD CONTRACT NO. 22-018 is made and entered into this 4th day of May 2023, 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”), 3524 El Camino Real, Atascadero, CA 93422 Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. On September 1, 2022, DISTRICT and CONSULTANT entered into VRSD Contract No. 22-018, Agreement for Landfill Design Services (“Agreement”), wherein CONSULTANT agreed to provide landfill design services to the DISTRICT for the DISTRICT’s active and closed landfills that the DISTRICT either owns or operates.

B. Since the commencement of work on this Contract, the PARTIES have determined that circumstances surrounding Phase 4C at the Toland Road Landfill necessitate changes to the scope of work and corresponding compensation in the VRSD Contract No. 22-108.

C. DISTRICT and CONSULTANT acknowledge and agree that additional work and compensation is necessary for the Phase 4C project at Toland Road Landfill and that this can be accomplished by amending VRSD Contract No. 22-018 accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below, the recitals above, and Article 13 of the VRSD Contract No. 22-018, 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 CONSULTANT for CONSULTANT’s services described herein shall not exceed \$626,690 without a mutually acceptable, written amendment hereto.”

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

III. SCOPE OF WORK & ESTIMATE COST OF TASKS RELATED TO TOLAND ROAD LANDFILL PHASE 4C PERIMETER SLOPE STABILITY ASSESSMENT STUDY & REPORT:

1. **Lidar Survey, GCPs and Engineering Support** (\$14,040):
 - a. Lidar survey approximately 5 acres of the south-east slope face.
 - b. Establish up to three (3) GCPs along the fire road, for future drone and aerial flights.
 - c. Create lidar surface.

- d. Calculate quantity of volume eroded between lidar surface and past aerial flights.
- e. Provide lidar surface and earthwork volume client exhibits.

2. Geologic Mapping and Stability Analysis (\$45,300):

- a. Conduct one hollow stem auger drill hole near the closest accessible location of the south-east slope face.
- b. Drill hole to 100' or refusal, whichever occurs first. (VRSD hauls off cuttings and calls USA Dig Alert)
- c. Backfill with cement bentonite grout.
- d. Provide lab testing for classifications (fines, plasticity), strength, density, and moisture content.
- e. Create stability section profiles and provide slope stability evaluations on up to 3 sections.
- f. Provide geologic mapping and stability findings.

3. Project Management and Coordination (\$10,050):

- a. Review and provide written comment on geologic mapping and stability calculation submittals.
- b. Prepare or help to prepare and finalize written report on findings and any recommendations.
- c. Cooperate with VRSD Solid Waste Operations staff and Oakridge Geoscience, Inc.
- d. Debrief VRSD staff on findings and any recommendations.

Total Estimated Fee: \$69,390

3. A copy of the original VRSD Contract No. 22-018 is attached to this Amendment as Exhibit "1" and incorporated herein by this reference. VRSD Contract No. 22-018 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 _____
KEVIN KILDEE
Chairman of the Board

By _____
CHRIS DRAGOMIR
Principal

ATTEST:

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT 1

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 22-018**

**AGREEMENT FOR LANDFILL DESIGN SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
DRAGOMIR DESIGN-BUILD, INC.**

THIS AGREEMENT is made and entered into this 1st day of September 2022, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency/regional sanitation district formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and Dragomir Design-Build, Inc., a California Corporation (“CONSULTANT”), 3514 El Camino Real, Atascadero, CA 93422. Together, CONSULTANT and DISTRICT shall be referred to herein as Parties.

RECITALS

- A. DISTRICT owns and operates a municipal solid waste disposal facility called the Toland Municipal Solid Waste Road Landfill (“Landfill”), located at 3500 Toland Road, Santa Paula, CA 93060.
- B. DISTRICT has a need for a consultant who has specialized knowledge or expertise and experience in providing landfill design services to the landfill owners and operators like the DISTRICT.
- C. CONSULTANT represents that it has the expertise and experience to provide landfill design services to the DISTRICT regarding the Landfill.
- D. 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 landfill design services at the Landfill.
- E. 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 and SCOPE OF SERVICES

- A. CONSULTANT shall provide Landfill Design services to the DISTRICT as more fully described in the STATEMENT OF WORK & RATE SHEET, which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.
- B. CONSULTANT shall use its best professional efforts in providing Landfill Design services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit “A.”
- C. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both Parties.
- D. All work shall be done in a diligent and professional manner to DISTRICT’s satisfaction.

ARTICLE 2: TERM OF CONTRACT

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on December 31, 2025.

ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP

- A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent CONSULTANT. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.
- B. CONSULTANT is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.
- C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may provide and render, and recommendations it may make in the performance of services.

ARTICLE 4: CONFIDENTIAL RELATIONSHIP AND OWNERSHIP OF DOCUMENTS

- A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.
- B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, videos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted. Standard report deliverables (PDF/Excel) are included in the prices quoted in Exhibit A. Raw data files will be provided at an extra charge.
- C. 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 (i.e., "time and materials"). DISTRICT shall review and approve CONSULTANT's invoices for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon

resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.

- B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$557,300 without a mutually acceptable, written amendment hereto.

ARTICLE 6: DISTRICT'S RIGHTS

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for 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, and employees, from and against any and all liability, damages, costs, losses, claims and expenses, resulting from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Workers' Compensation and Employer's Liability policies in accordance with and as required by applicable laws.
- B. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- C. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.

CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that: (1) DISTRICT is an additional insured for the coverage in Items B and C above; (2) any other insurance coverage applicable to the loss shall be deemed excess coverage and CONSULTANT's insurance shall be primary for the coverage in Items B and C above; and (3) such insurance shall not be terminated or canceled without thirty (30) days' prior written notice having been given DISTRICT at its address set forth in this Agreement.

ARTICLE 9: ASSIGNMENT AND DELEGATION

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

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

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

ARTICLE 11: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

ARTICLE 12: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 13: MODIFICATION

No alteration or amendment of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties.

ARTICLE 14: CALIFORNIA LAW; VENUE

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.

ARTICLE 16: FORCE MAJEURE

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

ARTICLE 17: DISPUTE RESOLUTION

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

ARTICLE 18: NOTICES

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

To CONSULTANT: Chris Dragomir
DRAGOMIR DESIGN-BUILD
3514 El Camino Real
Atascadero, CA 93422

To DISTRICT: Chris Theisen, General Manager
VENTURA REGIONAL SANITATION DISTRICT
4105 West Gonzales Road
Oxnard, CA 93036-2748

or to such other address as either Party may designate hereinafter in writing delivered to the other Party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 19: EXECUTION IN COUNTERPARTS

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

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

VENTURA REGIONAL
SANITATION DISTRICT

By Laura D. Hernandez
Laura D. Hernandez (Sep 1, 2022 14:51 PDT)
LAURA HERNANDEZ,
Chairperson of the Board

By Juliet Rodriguez
Juliet Rodriguez (Sep 1, 2022 11:50 PDT)
JULIET RODRIGUEZ
Clerk of the Board

DRAGOMIR DESIGN-BUILD, INC.

By Cris Dragomir
Cris Dragomir (Aug 26, 2022 13:29 PDT)
CHRIS DRAGOMIR
Principal

APPROVED AS TO FORM

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By Robert Kwong
Robert Kwong (Sep 1, 2022 10:29 PDT)
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By Chris Theisen
CHRIS THEISEN
General Manager

EXHIBIT A

SCOPE OF SERVICES & RATE SHEET

The following, subject to DISTRICT modification, deletion or addition, specifies the Work Statement and Scope of Work (see Article 1 of Agreement) to be performed by CONSULTANT for the DISTRICT in accordance with this Agreement and the rates to be charged in connection with CONSULTANT's delivery Landfill Design services to the DISTRICT.

I. PROJECT DESCRIPTION

Consultant will: (a) prepare and complete all necessary plans, drawings, diagrams, and documents necessary for the construction of Phase 4C/D of the Toland Road Landfill; (b) coordinate the clay liner investigation related to Phase 4C/D; (c) review relevant data and prepare the bid package for the mass excavation; (d) oversee the mass excavation project related to Phase 4C/D; and (e) research, design, and assist DISTRICT in permitting for the Evaporative Transpiration (ET) Final Cover that will be the new final cover for the Toland Road Landfill after it has reached its permitted final height.

II. SCOPE OF WORK / ESTIMATED COST & TIMING / DELIVERABLES

- (1) Clay Tie-in Investigations - \$160,600 - coordinate the clay liner investigation related to Phase 4C/D
- (2) Bid Package Preparation and Review for Mass Excavation of Phase 4C/D. - \$74,500- review relevant data and prepare the bid package for the mass excavation
- (3) Mass Excavation – \$54,200 oversee the mass excavation project related to Phase 4C/D
- (4) ET Cover Design and Permitting. - \$208,000 - research, design, and assist DISTRICT in permitting for the Evaporative Transpiration (ET) Final Cover that will be the new final cover for the Toland Road Landfill after it has reached its permitted final height.
- (5) West Perimeter Slope Stabilization - \$60,000 – research current fill conditions and provide Geo Technical report to show slop condition and recommended changes

Deliverables to include: (a) A designed report and bid package for mass excavation, (b) post mass excavation report, (c) a Regional Quality Control Board approved final cover for the Landfill

DRAGOMIR

DESIGN-BUILD

HOURLY LABOR BILLING RATES AND EXPENSE REIMBURSEMENT SCHEDULE CALENDAR YEAR 2022

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	
Project Assistant/Administrative Support	\$65.00
Senior Project Assistant	\$85.00
Graphic Designer/Research	\$120.00

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 \$ 0.625/Mile or current IRS mileage rate

NOTE: All rates are effective to December 31, 2022. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond December 31, 2022.

* Four-hour minimum

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