



June 1, 2023

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, VRSD CONTRACT NO. 23-002 WITH SCS FIELD SERVICES FOR CONSTRUCTION SERVICES RELATED TO THE REPLACEMENT OF THE TOLAND ROAD LANDFILL GAS COLLECTION SYSTEM FLARE

RECOMMENDED ACTIONS

- A. Approve, and Authorize the Board Chair to sign, VRSD Contract No. 23-002 with SCS Field Services in an amount not to exceed \$1,462,081 for the Landfill Gas Collection System Ultra Low NOx Flare Installation Project at the Toland Road Landfill; and
- B. Authorize transfer of \$240,000 from the Toland Road Landfill Main Access Road Repair fund (01-900-52082-499903120) and \$600,000 from the Leachate Capital Project (01-900-52074-499583120); and Appropriate \$128,406 from General Fund Balance to help cover VRSD No. 23-002 costs.

FISCAL IMPACT

This contract in the amount of \$1,462,081 will be funded by a combination of new and existing allocations, which includes the transfer of previously allocated funds for other projects. The FY 2023 budget includes \$493,675 remaining available. The additional funding needed can be secured by the transfer of \$840,000 in existing allocations of \$240,000 for the Main Access Road Repairs (01-900-52082-499903120) and \$600,000 for the Leachate Capital project (01-900-52074-499583120) along with additional allocations of \$128,406 from the General Fund balance.

BACKGROUND/ANALYSIS

The Toland Road Landfill (TRL) utilizes an extensive landfill gas collection system composed of numerous wells, piping and a flare to comply with stringent air quality regulations and to mitigate landfill emissions which otherwise would pose public safety and health concerns. These gasses include global warming emissions of methane and ozone precursors such as volatile organic compounds (VOCs) and nitrogen oxides (NOx).

Landfill gas (LFG) is collected with a Gas Collection and Control System (GCCS), which is a system of pipes drilled into the landfill at various depths and a series of above-ground pipes which transport the LFG. The GCCS reduces surface and fugitive emissions of LFG by capturing it before it can escape to the environment.

TRL is required to measure surface emissions on a quarterly basis, and the Ventura County Air Pollution Control District (VCAPCD) inspects and measures surface emissions on a biannual basis. Additionally, other regulations require that landfills control the lateral migration of LFG past the boundary of the site. These measurements are obtained on a monthly basis and reported to the County of Ventura, Environmental Health Division, the TRL's Local Enforcement Agency acting on behalf of CalRecycle. Currently, the TRL incinerates collected LFG at high temperatures in a flare in accordance with requirements set forth by the state and local air quality regulators.

The existing flare at the TRL, however, has been underperforming while still maintaining compliance with applicable regulations for the past several years. This underperformance has caused VRSD to divert significant resources and budget expenditures to address flare operation and maintenance issues for the past few years. Specifically, the landfill has increased in size and solid waste volume so that the flare is no longer capable of handling the increased volume of LFG for destruction. And the age and type of the existing flare is making it increasingly difficult for this flare to meet the APCD regulations. Finally, the existing flare is no longer capable of destroying landfill condensate, which has resulted in a significant increase in operational cost to haul condensate off site for treatment.

Since FY2019-20, VRSD has planned to replace the existing flare with a new flare, which is expected to resolve current operational issues with the flare as well as provide additional landfill gas destruction capacity for future landfill gas flows up to, and after, the closure of the landfill.

On June 20, 2019, your Board approved VRSD Contract 19-012 with Biogas Engineering, which included the design, development, and permitting of a new flare to replace the existing one at TRL. On December 17, 2020, your Board approve Amendment No.1 to Contract No. 19-012 with Biogas Engineering to include for the procurement of the flare on behalf of VRSD.

Construction of the new flare was completed by Perennial in November of 2022, and it is currently in storage at their facility in Illinois. Staff completed the review and obtained the building permits and VCAPCD approval of the new flare once the final documents about the Ultra Low NOx flare were received from Perennial. This cleared the way for the District to request bids for the flare installation.

On April 4, 2023, the District initiated a competitive bid process in accordance with the Uniform Public Construction Cost Accounting Act, Public Contract Code, Section 22000, et. seq. and the District's purchasing procedures set forth in VRSD Resolution 89-13. The District advertised the Notice Inviting Bids (NIB) in the Ventura County Star on April 6, 2023 and April 13, 2023, and plans and specifications were supplied to three regional plan rooms across Southern California.

On April 17, 2023, a mandatory pre-bid meeting was held at the TRL and a job walk was completed with four prospective bidders attending. Requests for bid and project clarifications were received in writing by VRSD's consultant Biogas Engineering staff through April 24, 2023. Responses to inquiries were supplied to all bidders, and three Addenda were issued to bidders during bid period.

Bids were publicly opened at the District's Board Room on May 4, 2023, at 2:00 p.m. The following bids were received.

Bidder	Total Bid Amount
Innovative Construction Solutions	\$1,856,810
SCS Field Services	\$1,462,081
Environmental Construction, Inc.	\$1,368,346

The submitted bid packages were then subsequently analyzed for conformance with the bidding requirements to determine the lowest responsive and responsible bidder.

Staff first analyzed the lowest apparent bid received from Environmental Construction Services, Inc. Their addition and total bid amount checked out. Also, review of their qualifications and experience indicated that they were responsible bidders. However, there were two problems with their bid as follows: (1) the absence of a project schedule indicating that they would complete the project within 120 days from receiving the Notice to Proceed; and (2) a failure to supply a bid amount for the removal and disposal of the existing flare from the site which was requested of bidders at the April 17, 2023 mandatory job walk. Based on the cumulative effect of these two major omissions, VRSD staff finds the bid from Environmental Construction Services, Inc. to be non-responsive.

Staff then analyzed the next lowest apparent bid received from SCS Field Services. Their addition and total bid amount checked out, and review of their qualifications and experience also indicated that they were responsible bidders. There were no mistakes or omissions in the information provided in their bid. At this point, SCS was determined to be the lowest responsive and responsible bidder.

Staff then analyzed the next lowest bid received from Innovative Construction Solutions. Their addition and total bid amount checked out, and at that point, further evaluation of their bid was unnecessary since they could not possibly be the lowest responsive and responsive bidder because their bid exceeded the other two.

In addition to being the lowest responsive and responsible bidder here, SCS Field Services has successfully done work for both Ventura County Landfills, and their reference checks for other projects provided positive results. Staff is confident that they will perform well on this project.

Based on this analysis, VRSD staff recommends that the Board award this contract to SCS Field Services and approve VRSD Contract No. 23-002 for an amount not to exceed \$1,462,081. (See Attachment No. 1.)

VRSD's consulting engineer, Biogas, estimated that the flare installation project would cost \$475,600, which was significantly lower than all bids received. Subsequent scrutiny of bids received and re-analysis of the overall project by Biogas has caused Biogas to conclude that their original estimate was too low and that the bid prices received by all three bidders were reasonable and within range of the cost of this flare installation project. Biogas Engineering's explanation for this project cost estimate reassessment is set forth in a letter which is attached as Attachment No. 2 and incorporated herein by reference.

This Board Letter and the associated contract have been reviewed by legal counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4600 or via email at RichardJones@vrzd.com.



RICHARD JONES, DIRECTOR OF OPERATIONS

APPROVED FOR BUDGET IMPACT:


Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:


Chris Theisen, General Manager

- Attachments: 1. VRSD Contract NO. 23-002
2. Letter to VRSD from Biogas Engineering

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 23-002**

**AGREEMENT FOR TOLAND ROAD LANDFILL GAS COLLECTION SYSTEM
ULTRA LOW NO_x FLARE INTALLATION PROJECT
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. *dba*
SCS FIELD SERVICES**

THIS AGREEMENT is made and entered into this 1st day of June 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency and regional sanitation district formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. *dba* SCS FIELD SERVICES, a California Corporation (“CONTRACTOR”), 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806. Together, CONTRACTOR 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. The Landfill is outfitted with a Landfill Gas Collection System which includes a flare to burn off or incinerate greenhouse gas emissions and criteria air pollutants collected from the decomposing municipal solid waste in the Landfill.
- C. The Landfill Gas Collection System and flare are subject to local and state air quality regulations and laws.
- D. A combination of facts, which includes, but is not limited to, more stringent and applicable air quality regulations, an aging and less efficient and effective flare, and increasing landfill gas volumes create the need to replace the existing flare with a new flare.
- E. DISTRICT has a need for a contractor who has specialized knowledge or expertise and experience in installing an ultra low NO_x flare at a municipal solid waste landfill for use in conjunction with its Landfill Gas Collection System at the Landfill.
- F. DISTRICT has prepared and issued a Request for Proposals (RFP) for the Toland Road Landfill Gas Collection System Ultra Low NO_x Flare Installation Project (“Project”) to obtain qualified / responsible and responsive bids for this project.
- G. After unsealing and reviewing all of the bids received for this RFP, the DISTRICT has selected CONTRACTOR, based upon their bid (Bid No. 23-001), which is attached hereto as Exhibit C and incorporated herein by reference, to the RFP in accordance with the governing terms and conditions of the RFP and state law, to provide construction and installation services at the Toland Road Landfill for this Project.
- H. CONTRACTOR represents that it has the expertise and experience to provide construction and installation services to the DISTRICT regarding the Project.
- I. 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. CONTRACTOR 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. CONTRACTOR 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." Unless otherwise provided, the Contractor will perform all the work for the construction/installation of the Project, as specified in contract documents provided. Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the work. No separate payment will be made for any item that is not specifically set forth in the Bid Sheets, and all costs therefore shall be included in the prices named in the Bid Sheets for any work required in the Contract Documents.
- C. Unless otherwise noted, the specifications and standard plans of the latest edition of the Standard Specifications for Public Works Construction "SSPWC" or "Green Book" shall apply.
- D. Contractor shall complete the Work in strict accordance with all Contract Documents as specified herein. Contractor shall be liable to District for any damages arising from Contractor's failure to fully comply with that obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of District or its representatives, unless such act or omission prevents Contractor from fully complying with the requirements of the Contract Documents, and unless Contractor protests in the manner provided in the Contract Documents that the act or omission allegedly preventing Contractor from fully complying with the Contract Documents.

ARTICLE 2: CONTRACT DOCUMENTS

This Agreement consists of the following documents, all of which are component parts of this Contract and are incorporated herein as though set forth in full:

- A. VRSD Notice Inviting Bids for the Installation of an Ultra-Low NOx Flare at the Toland Road Landfill published on April 4, 2023 (Bid No. 23-001), which is attached as Exhibit B and incorporated herein by reference.
- B. SCS Field Services Bid for Installation of an Ultra-Low NOx Flare at the Toland Road Landfill (Proposal No. 070040223) dated May 4, 2023 (PDF 19 pages), which is attached as Exhibit C and incorporated herein by reference.

Work required by one of the above Contract Documents and not by others shall be performed as if required by all of said documents.

ARTICLE 3: 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, CONTRACTOR 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, 2023.

ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP

- A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONTRACTOR to DISTRICT being that of an independent CONTRACTOR. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONTRACTOR.
- B. CONTRACTOR 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. CONTRACTOR will supply all tools and instrumentalities required to perform its services under this Agreement.
- C. CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR under this Agreement, or any information made available to CONTRACTOR by DISTRICT, shall be revealed, disseminated or made available by CONTRACTOR 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 CONTRACTOR during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.
- B. CONTRACTOR 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 CONTRACTOR shall be the property of the DISTRICT and under the ownership of the DISTRICT.

ARTICLE 5: PAYMENT TO CONTRACTOR

- A. In consideration of CONTRACTOR's performance of services as described herein, DISTRICT shall pay CONTRACTOR 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 CONTRACTOR's invoices for accuracy and agree with CONTRACTOR on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONTRACTOR for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONTRACTOR 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 CONTRACTOR for CONTRACTOR's services described herein shall not exceed \$1,462,081 without a mutually acceptable, written amendment hereto.

- C. Liquidated Damages. District and Contractor recognize that time is of the essence of this Contract and that the District will suffer financial loss if the work is not completed within the time specified in Section 3 of this Contract and the attached exhibits, plus any extensions thereof allowed herein. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by District if the work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty). Contractor shall pay District an amount outlined in Exhibit C, Attachment A, Bid Documents, Section II, Subdivision 4. Liquidated Damages For Delay at PDF page 14 of 19.

ARTICLE 6: DISTRICT'S RIGHTS

CONTRACTOR specifically acknowledges and agrees that DISTRICT may terminate CONTRACTOR's services at any time with or without cause, regardless of whether CONTRACTOR'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, CONTRACTOR 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 CONTRACTOR's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, 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

CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR to any person or entity without the prior written consent of DISTRICT.

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and CONTRACTOR 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 CONTRACTOR shall operate as a waiver of the default, of any subsequent or other default by CONTRACTOR, 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

A. CONTRACTOR 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 CONTRACTOR's work, the safety of the persons or property involved, and their protection from damage or injury.

B. Prevailing Wages, Contract Work Hours, and Safety Standards. Contractor shall comply with the provisions of the California Labor Code pertaining to the payment of prevailing per diem wage rates (§1720 et. seq.). Pursuant to Labor Code §1773.2, a copy of the prevailing per diem wage rates in Ventura County is on file with the District Clerk of the Board. A copy of these rates will be furnished to any interested party upon request. The Contractor shall post copies of the prevailing wage schedule at the work site.

C. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the

clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

C. Further Compliance with the Contract Work Hours and Safety Standards Act. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

ARTICLE 16: FORCE MAJEURE

Neither CONTRACTOR 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 CONTRACTOR or DISTRICT.

ARTICLE 17: DISPUTE RESOLUTION

In the event that CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR: Gilbert Fregoso
SCS FIELD SERVICES
4200 Jurupa Street, Suite 320
Ontario, CA 91761
gfregoso@scsengineers.com

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

Stearns, Conrad and Schmidt, Consulting
Engineers, Inc, *dba* SCS FIELD SERVICES

By _____
KEVIN KILDEE
Chairperson of the Board

By _____
CHRIS FORLAND

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 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 CONTRACTOR for the DISTRICT in accordance with this Agreement and the rates to be charged in connection with CONTRACTOR's installation of the Ultra-Low NOx Flare at the Toland Road Landfill.

I. PROJECT DESCRIPTION

See Exhibit C, Attachment A, Bid Documents, Section II: Proposal at PDF pages 11-14.

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

See Exhibit C, Attachment A, Bid Documents, Section II: Proposal at PDF pages 11-14.

**NOTICE INVITING BIDS
VENTURA REGIONAL SANITATION DISTRICT**

Notice is hereby given that **sealed bids will be received** at the office of Ventura Regional Sanitation District, 4105 W. Gonzales Road, Oxnard, CA 93036-2748, **until 2:00 p.m. local time, on May 4, 2023**, at which time the bids will be publicly opened and read aloud for the following project:

**TOLAND LANDFILL – LANDFILL GAS ULTRA LOW NO_x FLARE INSTALLATION
BID NO: 23-001**

Bids must be made on the bid forms included in the bid package. Bids that are submitted late according to the official time kept by the District Manager or a designee will be returned unopened. Bids submitted by facsimile or other electronic means will not be accepted. Bids that are incomplete or that otherwise do not conform to the requirements specified in the bid package may be deemed non-responsive. **Bids received after 2:00 PM (PST) on May 4, 2023, will not be accepted.**

Ventura Regional Sanitation District (“DISTRICT”) is requesting SEALED BID PROPOSALS from qualified General Contractors (“BIDDER”) for the installation and start-up of a landfill gas blower system consistent with the attached instructions, scope of work, technical specifications and drawings for the **TOLAND ROAD LANDFILL, LANDFILL GAS ULTRA LOW NOX FLARE INSTALLATION PROJECT (“Project”)**. Please note others will supply a portion of the required equipment.

Drawings, specifications and proposal documents may be examined at the District office at 4105 W. Gonzales Road, Oxnard, CA. Copies of the drawings and specifications may be obtained from the District office upon request by calling Juliet Rodriguez (805) 658-4642 or emailing julietrodriguez@vrsd.com.

The following plan room services have obtained copies of the Contract Documents for the work contemplated herein:

BidAmerica
41085 Elm Street
Murrieta, CA 92562

Dodge Plan Room
1333 S. Mayflower Ave., 3rdFlr.
Monrovia, CA 91016

Ventura Co. Contractors Assoc.
1830 Lockwood, Suite 110
Oxnard, CA 93030

All bids must be made in accordance with the statutes of the State of California, local laws applicable thereto, and as directed in the proposal documents.

Each bid shall be made using the forms provided in this Request for Proposal bearing on the outside of the bid envelope the name of the bidder, its address, Bid No., and the name of the project, with no other distinguishing mark(s). The Proposal Form consists of the following documents: Proposal Form; Bid Form; Proposal Bid Bond; Non-Collusion Affidavit; and Statement of Qualifications and Business References. The sealed bid must be fully completed by the bidder and timely received by District for a bid to be considered responsive and eligible for consideration. A proposal guarantee of not less than ten percent (10%) of the total bid amount shall accompany each bid and may be in the form of cash, a bid bond, cashier's check, or certified check payable to Ventura Regional Sanitation District.

Qualified securities will be permitted in lieu of cash retentions in accordance with California Public Contract Code §22300.

It shall be the sole responsibility of the bidder to see that the District receives its bid before the time of bid closure as specified above. Any bid received after the scheduled closing time for receipt of bids, as

specified above, shall be returned to the bidder unopened.

The District Board of Directors reserves the right to reject any or all bids, and to waive any or all irregularities. Award of the Contract, if any, will be made within 30 days after the date of bid opening, to the lowest responsive, responsible bidder as determined by the Board in its sole judgment. No bidder may withdraw its bid for 60 days after the date of bid opening. Work shall begin within fourteen (14) days after receipt of the Notice to Proceed and all work shall be completed within 120 days of mobilization.

Bidders are reminded that they must comply with the provisions of the California Labor Code pertaining to the payment of prevailing wage rates (Labor Code §1770 et seq.). Pursuant to Labor Code §1773.2, a copy of the prevailing per diem rates of wages in Ventura County is on file with the District Clerk of the Board. A copy of these rates of wages will be made available to any interested party upon request. Contractor must post copies of the prevailing wage schedule at each job site.

Pursuant to Title 15, Chapter 7 of the California Civil Code (§9550 et seq.), if this Contract involves an expenditure in excess of \$25,000, the successful bidder must before entering upon performance of the work file a Payment (Labor & Materials) Bond with the District in the form set forth in the Contract Documents or in such other form as is satisfactory to the District. The amount of the Bond shall be 100 percent (100%) of the Contract price.

All prospective bidders are required to attend a mandatory Job walk, which is scheduled for April 17, 2023 at 9:00 AM at the Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060. Additional site visits besides the mandatory site visit can be requested by contacting Dan Nash at (805) 207-2236 or via email dannash@vrsd.com.

Chris Theisen, General Manager

April 4, 2023

Published in the
Ventura County Star on April 6 & 13, 2023



Bid No. 23-001

Landfill Gas Ultra Low NOx Flare Installation
Project for Toland Road Landfill

Ventura Regional Sanitation District
4105 W. Gonzalez Road
Oxnard, CA 93036-2748

SCS FIELD SERVICES

Proposal No. 070040223 | May 4, 2023

3900 Kilroy Airport Way, Suite 100
Long Beach, CA 90806
562-426-9544

Item # 7

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1 FIRM QUALIFICATIONS

Ventura Regional Sanitation District (District) is seeking for a qualified firm to install an ultra-low NOx flare at the Toland Road Landfill. As a national leader in the construction and operations, maintenance, and monitoring (OM&M) of Landfill Gas (LFG) and LFG to Energy (LFGTE) systems, Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dba SCS Field Services (SCS FS) has prepared the following qualifications related to the requested services. The presented qualifications reflect our team's experience with flare projects throughout California. Required bid forms can be found in *Attachment A. Bid Documents*.

About SCS Field Services

Founded on the first Earth Day in April 1970 and headquartered in Long Beach, California, SCS is an employee-owned environmental engineering, construction, and OM&M services firm that designs, implements, and maintains sustainable environmental solutions. Our SCS FS staff includes technical experts and seasoned contractors with many years of construction and environmental control systems operations experience. We know how to control costs, maximize energy recovery potential, and maintain regulatory compliance at landfills as well as any company in the nation. This combination of skillsets enables us to develop innovative, yet practical solutions to address both routine and unusual environmental challenges.

We currently operate more gas management systems in North America than any other firm. From our local offices in Southern California, SCS' thoroughly trained, experienced, and fully equipped field technicians have experience providing the scope of work requested in the District's Bid No. 23-001 for *Landfill Gas Ultra Low NOx Flare Installation Project*. Our qualified personnel have experience performing the following services:

- Operation of LFG collection systems and flares (including condensate injection systems)
- Operation and maintenance of LFG collection systems with the dual operational goals of environmental compliance and energy recovery
- Surface emissions monitoring (SEM) services at active and inactive landfill sites
- Construction of LFG collection and flaring systems
- Perform LFG collection, protection, and recovery facilities designs and engineering-related investigations
- Flare emission source testing
- Blower/Flare System (BFS) maintenance and repairs

Project Experience

We believe our reputation is best described by our association with reputable clients who choose SCS over any other engineering firm, and we are proud of our reputation of providing high quality services to our clients. Relevant projects are provided on the following pages that highlight similar scope of work for other clients. These projects demonstrate that SCS has the capabilities and personnel to provide a wide range of services relative to the scope of services under consideration by the District.

Project #1 | Waste Management, Inc. (2021)

Site Name	El Sobrante Landfill (Corona, CA)
Scope of Services	<ul style="list-style-type: none">- Survey/as-builts- Performed civil/earthwork/foundations- Fabricated/installed SST piping/pipe stands- Installed new 5,000 SCFM Zink flare- Installed three larger LFG blowers- Installed one air blower- Installed two H2S tanks and associated piping- Installed electrical- 3rd party/special inspections (soils, rebar, concrete, anchoring, and welding)

Project #2 | Republic Services (2020)

Site Name	Sunshine Canyon Landfill (Sylmar, CA)
Scope of Services	<ul style="list-style-type: none">- Survey/as-builts- Performed civil/earthwork/foundations- Fabricated/installed SST piping/pipe stands- Installed new 5,000 SCFM Zink flare- Installed one air blower- Installed electrical- 3rd party/special inspections (soils, rebar, concrete, anchoring, and welding)

Project #3 | Waste Management, Inc. (2020)

Site Name	Simi Valley Landfill (CA)
Scope of Services	<ul style="list-style-type: none">- Survey/as-builts- Performed civil/earthwork/foundations- Fabricated/installed SST piping/pipe stands- Installed new 5,000 SCFM Zink flare- Installed one air blower- Installed electrical- 3rd party/special inspections (soils, rebar, concrete, anchoring, and welding)

Project #4 | Waste Management, Inc. (2017)

Site Name	Lancaster Landfill (CA)
Scope of Services	<ul style="list-style-type: none">- Survey/as-builts- Performed civil/earthwork/foundations- Fabricated/install pipe stands- Installed new 3,000 SCFM LFG specialties- Installed new blower skid and associated piping- Installed electrical- 3rd party/special inspections (soils, rebar, concrete, anchoring)

Business References

Approximately 85% of our clients return to SCS for additional services whenever they have a need. This would not be possible if we did not have an outstanding record of adherence to project timetables and budgets. This high percentage of repeat-business is the natural result of producing high-quality work products, helping clients achieve desired project outcomes, and truly having our clients' best interests in mind. As requested, we have provided business references below. We are proud of the quality of the work performed for these clients and encourage your team to seek reference information as desired.

Reference #1 County of San Bernardino, CA	
Contact Name	Marc Rodabaugh, <i>Public Works Engineer</i>
Contact Info	(909) 386-9017, marc.rodabaugh@dpw.sbcounty.gov

Reference #2 County of San Diego, CA	
Contact Name	Jason Forga, PE, <i>Senior Civil Engineer</i>
Contact Info	(858) 495-5470, jason.forga@sdcounty.ca.gov

Reference #3 Orange County Waste & Recycling, CA	
Contact Name	David Wong, <i>Senior Civil Engineer</i>
Contact Info	(714) 993-0608, david.wong@ocwr.ocgov.com

Contractor License

Steans, Conrad, and Schmidt Consulting Engineers, Inc. dba SCS Field Services holds a corporation Contractors State License with Classification "A Haz" No. 749678. A copy of the license can be provided upon request.

2 PROJECT TEAM

Meticulous selection of the project team is always a function of SCS' overriding objective on every project in order to deliver the best solution and best overall value to each client. We select each project team member with careful consideration to ensure a successful outcome of all projects with the District. The following key personnel will be assigned to this project, and will be supported by additional technical staff members:

Proposed Key Personnel	
Gilbert Fregoso	Main Point of Contact
Chris D. Foland	Project Manager
Kyle T. Kranz	Regional Construction Manager
Michael Lilly	Senior OM&M Superintendent

SCS has solid relationships with subconsultants who support our construction division. Each proposed subconsultant shares SCS's passion and commitment to high-quality work and excellent client service. Combined, we offer the District what we believe is an unmatched range of professional talent, fully capable of delivering quality support across all aspects of the scope of services. We plan to use several subcontractors for surveying, electrical, civil, crane, insulation, and other related tasks under the scope of work.

Diversified Project Services International, Inc.	
Subcontractor Role	Surveying
Main Point of Contact	Drake Woods, LSIT, <i>Project Manager</i> (805) 250-2891, dwoods@dpsiinc.com
Firm Description	Diversified Project Services International (DPSI) provides project services including: Civil Engineering, Survey, Mechanical Integrity, Mechanical Engineering, and UAV Aerial Drone. DPSI has worked on projects, primarily in the oilfield industry, that have required them to provide multi-disciplinary services. They provided survey services for the staking of flare gas systems and proposed pipeline infrastructure on a number of sites. Their background in the landfills they have provided surveying for consisted of pre and post-constructions topographic surveys, UAV aerial drone surveys, and construction staking of new grading and infrastructure.

Electrical Management Systems, Inc.	
Subcontractor Role	Electrical
Main Point of Contact	Jason Webb (866) 601-0603, jason@electrical-ms.com
Firm Description	Founded in 2005, Electrical Management Systems, Inc. (EMS) is an industrial electrical integration contractor. EMS's workforce includes engineers, project managers, certified journeymen electricians, PLC program specialists, and office support. They have installed numerous landfill flares in multiple states for private and public works clients. They have over 20 years in business specializing in landfill application.

J.F. Prieto Engineering Construction, Inc.	
Subcontractor Role	Civil/Earthwork/Foundation
Main Point of Contact	Giulliano J. Prieto, <i>Vice President, Project Management</i> (818) 606-7541, gprieto@prietoengineering.com
Firm Description	Prieto Engineering Construction is a locally run 2nd generation family business owned and operated in the heart of Los Angeles. As Prieto grew over the years with their valued clients on their side they have been able to self-perform the solutions that were requested of them one division at a time.

Leighton Consulting, Inc.	
Subcontractor Role	3rd Party/Special Inspections (Soils, Rebar, Concrete, Anchoring, and Welding)
Main Point of Contact	Luis Perez-Millicua, PE, <i>Senior Project Engineer</i> (909) 527-8777, lperez-millicua@leightongroup.com
Firm Description	<p>Leighton Consulting, Inc. (Leighton) provides geotechnical engineering, inspection, and materials testing services to city and county government agencies as well as private, commercial, and residential developers throughout southern California.</p> <p>Leighton has provided geotechnical and material testing services during construction for various landfill improvements projects. Their recent construction-phase observation and testing includes improvements at the Chiquita Canyon Landfill, Simi Valley Landfill, Landers Sanitary Landfill, and Antelope Valley Landfill.</p> <p>Improvements for the Simi Valley Landfill performed in 2020 included a new flare stack, combustion air blower, equipment pads, and associated above-grade piping. Leighton's services included geotechnical observation and testing during foundation pad preparation, concrete sampling and testing, reinforcement inspection, and epoxy anchor connection inspection.</p>

Maxim Crane Works	
Subcontractor Role	Crane
Main Point of Contact	Jonathan Costa, <i>Crane Rental Specialist</i> (562) 989-5709, jcosta@maximcrane.com
Firm Description	<p>Situated in over 60 locations within the USA, each branch has the capability to provide management, rigging, engineering, transportation, and outsourcing – making Maxim Crane Works' product and service offerings the most far-reaching in the industry.</p> <p>With one of the largest inventories of modern lifting equipment in the world, Maxim Crane is able to cater to a wide range of requests and requirements to improve the efficiency of projects with the District.</p> <p>Maxim Crane Works helped support SCS' El Sobrante project.</p>

RAM Insulation	
Subcontractor Role	Insulation
Main Point of Contact	Miguel A. Ramirez, <i>CEO/Project Coordinator</i> (562) 713-5971, miguel@raminsulators.com

Firm Description	<p>RAM Insulation, Inc. is an insulation contractor specializing in thermal and acoustical insulation for commercial/industrial process, heating, ventilation, refrigeration, and petrochemical pipe/equipment. Based out of Long Beach, CA, RAM works with the following products:</p> <ul style="list-style-type: none"> - Fiberglass Pipe/Tank Cover & Board - Mineral Wool Pipe/Tank Cover & Board - PIR, XPS, Phenolic Pipe/Tank Cover & Board - Cryogel/Pyrogel - Foamglas Pipe/Tank Cover & Board - Calcium Silicate Pipe/Tank Cover & Board - Elastomeric Closed Cell Pipe/Tank Cover - Stainless, Aluminum, PVC, Foil Scrim Krah, Canvas (lagging), Galvanized & Pit Wrap - Removable/Reusable Insulation Covers
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Robinson Industrial	
Subcontractor Role	Piping/Pipe Stand Fabrication & Installation
Main Point of Contact	Jason Robinson (562) 964-7871, jason@robinsonindustrial.com
Firm Description	Robinson Industrial prides themselves on offering high quality precision welding and fabrication services including varies types of materials and processes, specializing in stainless steel and other high temp alloys. For the last 13 years Robinson Industrial has been catering to the landfill, power plant and natural gas industry. They have experience in modifying existing piping to new flare and plant construction. With Offering services in-house such as CNC machining, and automated welding, they have completed work varies areas of California, Arizona, Nevada and Washington.

Attachment A
Bid Documents

PROPOSAL FORM

PROPOSAL TO: VENTURA REGIONAL SANITATION DISTRICT
PROJECT: LANDFILL GAS ULTRA LOW NOX FLARE INSTALLATION

BIDDER

NAME: Stearns, Conrad and Schmidt, Consulting Engineers, Inc., dba SCS Field Services
ADDRESS: 3900 Kilroy Airport Way, Suite 100, Long Beach, CA 90806
PHONE NO: Company: 562-426-9544
EMAIL: Chris Foland, cfoland@scsengineers.com

PRIMARY CONTACT

NAME: Gilbert Fregoso
ADDRESS: 4200 Jurupa St. Suite 320, Ontario, CA 91761
PHONE NO : (909) 942-5988
EMAIL : gfregoso@scsengineers.com

**SECTION II
PROPOSAL**

PROPOSAL FORMS

1. PRICE SUMMARY

Use the following Price Summary (Table 1) to present your cost proposal. The Price Summary is a price breakdown of the key activities and equipment required for the Work.

**Table 1
Price Summary**

ITEM NO.	CONTRACT ITEM DESCRIPTION	COST
1	General Conditions	\$0.00
2	Mobilization	\$29,554.00
4	Site Civil work (grading, drainage and retaining wall modification if necessary to maintain pipe grade)	\$33,440.00
5	Earthwork and foundation preparation per geotechnical report and per structural drawings	\$154,880.00
6	Foundations (per structural drawing)	\$344,443.00
7	Off-loading and setting equipment <i>(Equipment Supplied By Owner)</i>	\$50,907.00
8	Supply and installation of Pipe supports, their concrete foundations and earthwork if required based on provided geotechnical report	\$47,826.00
9	Tie-in to existing piping systems; LFG, condensate, instrument air, and propane	\$13,513.00
10	Above ground mechanical piping	\$319,718.00
11	Instrumentation including installation of vendor supplied meter runs and loose shipped items/equipment	\$27,959.00
12	Electrical conduit and wire (above and below ground)	\$204,337.00
13	Electrical terminations and interface with existing electrical equipment and vendor supplied equipment	\$21,923.00
14	Marked up as built drawings, project close out and de-mobilization	\$5,390.00
15	Demolition and removal of equipment	\$65,741.00
16	As-built documentation	\$5,620.00
17	Insurance/Liquidated Damages	\$10,000.00
18	Bid, Performance and Payment Bond	\$10,200.00
19	TOTAL BASE BID	\$1,345,451.00
20	Allowance for start-up assistance	\$11,308.00
21	Allowance for testing	\$6,644.00
22	Allowance for pulling building permit	\$65,756.00
24	Total BID WITH ALLOWANCES	\$1,462,081.00
23	Disposal of Flare Off-Site (Non-Asbestos Insulation)	\$32,922.00

2. PAYMENT MILESTONES

Refer to Section III – PAGE 6 - ARTICLE 8: PAYMENTS, COMPLETION AND ACCEPTANCE.

3. TIMES AND MILESTONES FOR COMPLETION

The Contract shall be performed according to the Contract Times and Milestones as described hereafter in Table 3, Contract Times and Milestones Schedule.

Use the following Contract Times and Milestones Schedule (Table 3), to present your proposal schedule:

**Table 3
Contract Times and Milestones Schedule**

#	CONTRACT TIMES AND MILESTONES	DURATION	DESCRIPTION
1	Notice to Proceed	5/19/23	Please see attached Detailed Schedule
2	Mobilize and Start Work	6/5/23	CONTRACTOR mobilizes on site and starts work
3	Installation of Foundations	7/12/23	CONTRACTOR completes installation of all foundations needed to set equipment
4	Substantial Completion	9/6/23	CONTRACTOR is in substantial completion of all work and the project is ready for start-up and commissioning
5	Warranty Period	9/6/23	A period during which the BIDDER is liable to remedy defects and/or to pay for the cost of remedying defects. Such period will be 18 months after Substantial Completion.

Weeks = number of weeks from Notice to Proceed Date.

4. LIQUIDATED DAMAGES FOR DELAY

In accordance with California Civil Code section 1671, the amount due from the Contractor for each day which elapses between the Notice to Proceed herein identified as Contract Milestone # 1, and Substantial Completion herein identified as Contract Milestone # 4.

**Five Hundred, US Dollars
(US \$ 500.00)**

Subject to Limitation of Liability for all Liquidated Damages, which is equal to ten-percent (10%) of the Contract Price. In the event that the DISTRICT is not able to receive the Equipment by the Time of Completion, or if the DISTRICT requests a delay in Equipment delivery, liquidated damages shall not be imposed on the SUPPLIER.

5. PRICE LISTS AND SUB-CONTRACTORS

UNIT PRICE LIST - The following unit price list should represent components of the work, and will be utilized as the basis for determining compensation for change orders, delays or unspecified extra work items that may arise during the work. The cost indicated for each item will be the total cost of the compensation, and will include labor, supervision, overheads, profit, and any other costs. Standby will be incurred by DISTRICT only if the BIDDER is unable to perform because of DISTRICT caused delays. Rates for the

work performed will be as identified in the Contract. Standby rates cover costs only; costs for profit, labor, and maintenance shall be deducted.

Use the following BIDDER's Unit Price Table (Table 4) to present your unit prices:

**Table 4
CONTRACTOR'S Unit Price List**

DESCRIPTION LABOR	UNIT COST (\$ / HR)	STAND-BY RATE (\$ / HR)
Labor (by Category)		
Sr. Project Superintendent	\$164.00	\$164.00
Equipment Operator	\$149.00	\$149.00
Laborer	\$70.00	\$70.00
Project Manager	\$225.00	\$225.00

BIDDER to provide other labor or equipment rates as may be required for completion of the Work.

6. LIST OF MAJOR SUB-CONTRACTORS

CONTRACTOR to provide name(s), addresses, and license numbers of all major sub-contractors to be used in the execution of the work

Use the following CONTRACTOR'S List of Sub-contractors, (Table 5), to present your primary resources and equipment required for the Work:

**Table 5
CONTRACTOR'S List of Sub-Contractors**

TASK	NAME	LOCATION / ADDRESS	CONTRACTOR LICENSE NUMBER
Survey	Diversified Project Services International, Inc.	705 Fiero Lane, Suite 10, San Luis Obispo, CA 934101	973308
Electrical	Electrical Management Systems Inc.	1105 Las Brisas PL, Placentia, CA 92870	934467
Civil/Earthwork/Foundation	J.F. Prieto Engineering Construction Inc.	5180 Alhambra Ave. Los Angeles, CA 90032	525452
3rd Party/Special Inspections (Soils, Rebar, Concrete, Anchoring, Welding)	Leighton Consulting	2600 Michelson Drive, Suite 400 Irvine, CA 92612	858635

BIDDER to provide other supplier information as may be required for completion of the Work.

Crane	Maxim Crane Works	300 Dunning St, Cannonsburg, PA 15317	860395
Insulation	RAM Insulation, Inc.	3350 E. 7th Street, Suite 520, Long Beach, CA 90804	2019047
Piping/Pipe Stand Fabrication & Installation	Robinson Industrial	811 N Main St. Orange, CA 92868	1056160

Toland Road Flare Installation Schedule

ID	Task Name	Duration	Start	Finish	April 2023	May 2023	June 2023	July 2023	August 2023	September	October 2023	November 2023
1	Project Start to Completion	100 days	Fri 5/19/23	Thu 10/5/23								
2	Notice to Proceed	1 day	Fri 5/19/23	Fri 5/19/23								
3	Submittals	2 days	Mon 5/22/23	Tue 5/23/23								
4	Purchase Materials/Rebar/Electrical	8 days	Wed 5/24/23	Fri 6/2/23								
5	Mobilization	2 days	Mon 6/5/23	Tue 6/6/23								
6	Subgrade Preparation/Pour Flare Pad	12 days	Mon 6/5/23	Tue 6/20/23								
7	Install Concrete Foundation/Pipe Support Footings	16 days	Wed 6/21/23	Wed 7/12/23								
8	Installation of flare stack, combustion blower, and flare control panel and other materials supplied by Flare manufacturer after concrete has cured	10 days	Thu 7/13/23	Wed 7/26/23								
9	Install above-ground mechanical piping/pipe stands	15 days	Thu 7/27/23	Wed 8/16/23								
10	Electrical - conduit and wire (above and below ground/electrical terminations and interface with existing electrical equipment and vendor supplied equipment)	25 days	Thu 7/27/23	Wed 8/30/23								
11	System Testing/Startup	5 days	Thu 8/31/23	Wed 9/6/23								
12	Demo of Existing Flare and associated equipment	7 days	Thu 9/21/23	Fri 9/29/23								
13	Punch List	3 days	Mon 10/2/23	Wed 10/4/23								
14	Job Closure and final walk	1 day	Thu 10/5/23	Thu 10/5/23								
15												
16												
17												
18												
19												
20												
21												

Toland Road Flare Installation

Task Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Critical

Critical Split

Progress

Manual Progress

SURETY BID BOND

Bond No. n/a

KNOW ALL BY THESE PRESENTS:

That we, Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Field Services
(Full name or legal title of offeror)

as Offeror, hereinafter called the Principal, and Liberty Mutual Insurance Company
(Name of bonding company)

as Surety, hereinafter called Surety, a corporation authorized to transact business as a Surety in the State of California, are held and firmly bound unto Ventura Regional Sanitation District
(State/county entity)

as Owner, hereinafter called Owner, in the penal sum of Ten Percent of the total bid amount
(Required amount of bid security)

Dollars (\$ 10% of the total bid amount), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS:

The Principal has submitted an offer for BID NO. 23-001 TOLAND LANDFILL
LANDFILL GAS ULTRA LOW NOx FLARE INSTALLATION PROJECT
(Project by number and brief description)

NOW, THEREFORE:

The condition of this obligation is such that if the Owner shall reject said offer, or in the alternate, accept the offer of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such offer, and give such bond or bonds as may be specified in the solicitation or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof as specified in the solicitation then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed the 26th of April, 2023
(Day) (Month) (Year)

SEAL
SEAL

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Field Services
Name of Principal (Offeror)
[Signature]
Signature
Vice President
Title
Liberty Mutual Insurance Company
Name of Surety
[Signature]
Signature
B. Aleman, Attorney-in-Fact
Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

On APR 26 2023 before me, D. Garcia, Notary Public
Date Here Insert Name and Title of the Officer

Personally appeared B. Aleman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document Document Date

Number of Pages Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

- Signer's Name
[] Corporate Officer—Title(s)
[] Partner [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other

- Signer's Name
[] Corporate Officer—Title(s)
[] Partner [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other

Signer Is Representing Signer Is Representing



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207299-024078

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adriana Valenzuela, Aidan Smock, B. Aleman, Charles R. Teter, III., D. Garcia, Edward C. Spector, Erin Brown, Ethan Spector, Janina Monroe, Jennifer Ochs, KD. Wapato, Lisa Crail, Lisa Marie Saumur, Marina Tapia, Martha Barreras, Michelle Haase, Simone Gerhard, Thomas G. McCall, Timothy J. Noonan

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 7th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this APR 26 2023 day of



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NON-COLLUSION AFFADAVIT

Ventura Regional Sanitation District
4105 W. Gonzales Road
Oxnard, CA 93036-2748

Dear Sir:

The undersigned BIDDER declares the following:

1. It has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.
2. It has not been assisted or represented on this matter by any individual who has, in a DISTRICT capacity, been involved in the subject matter of this contract within the past two years.
3. It has not and will not, either directly or indirectly offered or given a gratuity (i.e. an entertainment or gift) to any DISTRICT employee to obtain a contract or favorable treatment under a contract.

The undersigned BIDDER further agrees to the following:

4. If this bid is accepted, it shall execute a contract with the DISTRICT to provide all necessary labor, machinery, tools, equipment, apparatus and any other means, to do all the work and to furnish all the materials specified in the contract in the manner and within the time therein prescribed in the contract, and that it shall accept in full payment therefore the sum of the unit and/or lump sum prices as set forth in the attached proposal schedule for the actual quantities of work performed and materials furnished.
5. That the quantities given in the attached bid schedule are approximate only and are intended principally to serve as a guide in determining and comparing the bids.
6. That the DISTRICT does not either expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable, and that all increased or decreased quantities of work shall be performed at the unit prices set forth in the attached bid schedule except as provided for in the specifications.
7. In case of a discrepancy between unit prices and the totals in said Bid Schedule, the unit prices shall prevail.

8. Agrees to begin work within seven (7) days after the date of notification to commence with the work, which date is in the notice to proceed, and shall finish the entire project within the time prescribed.

9. The DISTRICT reserves the right to reject any or all bids and to waive any defects when it is determined by the DISTRICT that such rejections or waiver will be for the best interest of the DISTRICT.

The BIDDER acknowledges receipt of and certifies that it has completely examined the following listed items: the Notice to Bidders, the Instructions to Bidders, the Proposal, the Contract, the Scope of Work, the Specifications and the Drawings.

The undersigned BIDDER acknowledges receipt of any addendum issued by the DISTRICT by recording in the space below the date of receipt (if applicable).

Addendum No. 1	<u>April 17, 2023</u>	Addendum No. 3	_____
Addendum No. 2	_____	Addendum No. 4	_____

The undersigned hereby certifies that the bid prices contained in the attached proposal schedule have been carefully checked and are submitted as correct and final.

(Bidder)
 (Authorized Signature)
 (Title)
 (Business Address)
 Business Address (cont.)
 (Business Telephone)
 (Date)

Kyle Kranz

 Regional Construction Manager
 3900 Kilroy Airport Way, Suite 100
 Long Beach, CA 90806
 562-426-9544 (Company Number)
 May 3, 2023

Contact Person and Phone Number
 (If different from above)

NOTE:

If bidder is a CORPORATION, the legal name of the corporation shall be set forth above, the corporate seal affixed, together with the signature(s) of the officer(s) authorized to sign contracts for the corporation. Please attach to this page current (not more than six (6) months old) evidence of the authority of the officer(s) to sign for the corporation.

If bidder is a PARTNERSHIP, the true name of the partnership shall be set forth above, with the signature(s) of the general partner(s). Please attach to this page current (not more than six (6) months old) evidence of the authority of the partner authorized to sign for the partnership.

If bidder is an INDIVIDUAL, the bidder's signature shall be placed above.

If signature is by an agent, other than an officer of a corporation or a partner of a partnership, a POWER OF ATTORNEY must be on file with the Department before opening bids or submitted with the bid. Otherwise, the District may reject the bid as irregular and unauthorized.

May 22, 2023

Richard Jones
Director of Operations
Ventura Regional Sanitation District
3500 Toland Road,
Santa Paula, CA



Subject: Ventura Regional Sanitation District Request for Proposals # 23-01 for the Installation of an Ultra-Low NOx Flare

Dear Mr. Jones:

Ventura Regional Sanitation District ("VRSD") solicited public bids (titled "Bid 23-001") (the "Notice Inviting Bids" or "NIB") for the installation of an Ultra-Low NOx Flare at the Toland Road Landfill, which is located at 3500 Toland Road, Santa Paula, California (the "Project"). Biogas Engineering ("BGE") is assisting VRSD with the Project as their on-call engineering and project management firm.

The NIB, published on April 4, 2023, seeks to replace the outdated enclosed flare with a new Ultra Low NOx Flare. The three companies that submitted bids (collectively referred to as "Bidders" or individually as "Bidder") were the following:

1. Environmental Construction, Inc. ("ECI")
2. Innovative Construction Solutions ("ICS") and
3. SCS Field Services ("SCS")

BGE conducted a thorough review of the Bidders' responses to the NIB. It became apparent that each Bidder's cost exceeds the engineering estimate provided by BGE in the NIB. The engineering estimate was based on the budgetary cost prepared for the Ultra Low NOx Flare back in 2019/2020 when the Project was initially planned. The increase in cost can be attributed to significant changes in material prices, such as pipe, instruments, valves, and other factors like recent inflation and supply-demand imbalances.

Despite the notable disparity between the engineering estimate in the NIB and the Bidders' presented costs, we firmly believe that the costs presented by the Bidders in response to the NIB are reliable and accurately reflect the prevailing market conditions. Therefore, we highly recommend that VRSD proceed with the project and award the bid to a qualified bidder.

Regards,

Gautam Arora,
President

BIOGAS ENGINEERING