



November 2, 2023

Board of Directors
Ventura Regional Sanitation District
Ventura, California

RECEIVE AND FILE DISTRICT STAFF REPORT ON THE EMERGENCY REPAIR OF THE LINER AND ANCHOR TRENCH OF PHASE 3B-II FOR THE TOLAND ROAD LANDFILL; AND RATIFY CONTRACT WITH PRIDE CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$218,365.00

RECOMMENDED ACTIONS:

1. Receive and File staff report on the on-going emergency repair of the Liner and Anchor Trench of Phase 3B-II for the Toland Road Landfill.
2. Ratify Contract No. 23-004 with Pride Construction in an amount not to exceed \$218,365.00 for the emergency repair of the Liner and Anchor Trench of Phase 3B-II for the Toland Road Landfill.

FISCAL IMPACT

The contract and purchase order issued to Pride Construction will be paid with existing funds allocated for the West Perimeter Slope Repair project at the Toland Road Landfill.

BACKGROUND

During an October 4, 2023, landfill site inspection with the site contracted engineer, District Solid Waste Operations staff discovered that the wingwall on the western edge of Cell 3B II was damaged and pieces of the structure had been disturbed. Upon further inspection, it was determined that approximately 160 feet of the wingwall had been undercut, exposing the liner. Furthermore, the geotextile material was exposed and torn on top of the anchor trench area to a width of approximately 3 to 10 feet wide. At this point, it is unknown whether the underlying geomembrane in this same area has been damaged.

It is believed that this damage was a result of the heavy rains that the site received from Tropical storm Hillary where the 24-inch main gas header diverted the water behind the already damaged wingwall that caused the slope to later rip and pull out of the anchor trench.

As a result of this discovery and in compliance with regulatory requirements, District staff contacted the Regional Water Quality Board (RWQCB) and informed them of the damage to the anchor trench and landfill liner. The District is now required to develop and complete a repair plan within 90 days of this discovery.

Given this situation, District Staff contacted Pride Construction, a landfill construction contractor with extensive knowledge and experience in these matters, to discuss how to make the repair and to determine the availability of the liner material that would be required to repair the damage to the wing wall.

Based on the long lead time needed to obtain landfill liner material and the need to take immediate action to repair the wingwall on the western edge of Cell 3B II, District staff entered into a contract (Attachment No. 1) with Pride Construction for emergency repair work at the Toland Road Landfill in an amount not to exceed \$218,365.00. Specifically, the scope of work for this contract is to make the repairs and place the order of the liner material to meet the repair deadlines and to get it done before the site received any rain that could cause more damage to that section of the landfill. Staff's actions were taken in accordance with Section 403 of the District's Resolution No. 89-13 pertaining to purchasing and contracting, as this would be considered an emergency.

District Staff also issued Dragomir Design Build, who is already on contract with the District for landfill and geotechnical engineering services related to its active and closed landfills, VRSD issued a new purchase order, #10144, in an amount not to exceed \$18,800 to oversee the repair work and complete the final Construction Quality Assurance document for submittal to the RWQCB once the repair is completed. Staff's actions were taken in accordance with Section 400 of the District's Resolution No. 89-13 pertaining to purchasing and contracting, as the amount is within the General Manager's limit authority.

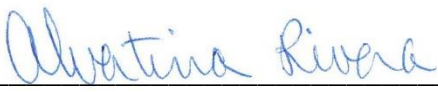
This letter has been reviewed by Legal Counsel as to form.

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. Contract No. 23-004 with Pride Construction

CONTRACT NO. 23-004

**AGREEMENT FOR
EXCAVATION AND LINER CONSTRUCTION SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
PRIDE CONSTRUCTION ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 12th day of October 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 PRIDE CONSTRUCTION ENGINEERING SERVICES, a California Corporation (“CONTRACTOR”). Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

A. DISTRICT owns and operates the Toland Road Landfill, which provides municipal solid waste disposal facilities for cities and residents in Ventura County, CA.

B. DISTRICT has a need for a contractor who has expertise and experience in specialized excavation and municipal solid waste landfill liner construction services at its Toland Road landfill.

B. CONTRACTOR represents that it has the expertise and experience to provide such specialized excavation and liner construction services to the DISTRICT at the Toland Road Landfill.

C. DISTRICT has selected CONTRACTOR, based upon the above representations and in conformance with the informal bidding procedures of Section 302 of the DISTRICT Purchasing Resolution No. 89-13, to provide specialized excavation and landfill liner construction services.

D. DISTRICT has also determined that this Agreement is exempt from the competitive bidding requirement set forth in the California Public Contracts Code because competitive proposals would not be useful or would not produce an advantage to the public or to the DISTRICT, and would thus be undesirable, impractical, or impossible.

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/SCOPE OF SERVICES

A. CONTRACTOR shall provide the specialized excavation and liner construction services to the DISTRICT as described in the STATEMENT OF WORK which is attached as Exhibit “A” to this Agreement and incorporated herein by reference.

B. CONTRACTOR shall use its best professional efforts in providing specialized excavation and liner construction services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to completing the work stated in Exhibit “A.”

C. CONTRACTOR shall begin work, as needed, immediately after the Agreement is signed by both Parties.

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, 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 January 31, 2024.

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 Construction 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, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted.

C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the 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. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONTRACTOR shall submit an invoice in sufficient detail to show the total amount of work done to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONTRACTOR's invoice 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 \$218,365. Any change to this total compensation amount may only be done through mutual, written agreement in accordance with Article 18 below.

ARTICLE 6: TERMINATION OF CONTRACT

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. 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: SUBCONTRACTORS

This Agreement is a personal service contract and the contracted work hereunder shall not be delegated or assigned by CONTRACTOR to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

Both DISTRICT and 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: TERMS

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

ARTICLE 14: CALIFORNIA LAW

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. This Agreement shall be governed by the Uniform Commercial Code of the State of California, as amended. The Parties agree that should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 15: COMPLIANCE WITH LAWS

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. CONTRACTOR shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONTRACTOR with this Agreement.

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, pandemic or public health emergency declared by the federal or state government, 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: MODIFICATION

This Agreement, in whole or in part, may not be amended, modified, or altered in any way unless it is first put in writing and then mutually agreed to by authorized representatives of the Parties.

ARTICLE 19: NOTICES

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

To CONTRACTOR: Todd St. Peter, Chief Executive Officer
PRIDE CONSTRUCTION ENGINEERING SERVICES
23312 Madero, Suite G
Mission Viejo, CA 93003-0704

To DISTRICT: General Manager
VENTURA REGIONAL SANITATION DISTRICT
4105 W. 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 20: EXECUTION IN COUNTERPARTS

This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement, as may be amended from time to time. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, PDF or other electronic means shall have the same impact and effect as original counterparts and shall be valid, enforceable and binding.

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

VENTURA REGIONAL
SANITATION DISTRICT

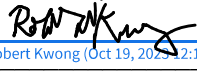
By 
CHRIS THEISEN,
General Manager

PRIDE CONSTRUCTION ENGINEERING
SERVICES

By 
Todd St. Peter (Oct 13, 2023 10:58 PDT)
TODD ST. PETER,
Chief Executive Officer

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
Robert Kwong (Oct 19, 2023 12:11 PDT)

ROBERT N. KWONG
Legal Counsel for District

EXHIBIT A

STATEMENT OF WORK

The following is the work statement/scope of work to be performed by CONTRACTOR for the DISTRICT according to DISTRICT Contract No. 23-004 and the rates to be charged in connection with CONTRACTOR'S delivery of specialized excavation and liner construction services for DISTRICT at the Toland Road landfill site.

Statement of Work

Task A. Mobilization & Demobilization

1. Provide management for duration of landfill liner project [*add the landfill cell number*]
2. Mobilize equipment and manpower to landfill site
3. Demobilize equipment and staff following landfill liner project completion

Task B. Removal of Damaged Materials Prior to Repair Operations

1. Conduct a thorough inspection of landfill liner system and concrete channel system
2. Remove the following items from the damaged landfill zone:
 - a. Protective Cover Soil (PCS) in order to expose limits or dimensions of damaged landfill zone
 - b. Geotextile including removal of damaged materials around all damaged landfill areas
 - c. HDPE liner materials (only if damage is identified during repair operations)
 - d. Geosynthetic clay liner (GCL) (only if identified during repair operations)
 - e. Shotcrete materials remaining within the damaged landfill areas

Task C. Reconstruction & Repair of Landfill Liner System Materials

1. Re-install or install the following liner system components after completion of Task B
 - a. New GCL within damaged area (if required)
 - b. New HDPE liner materials (if required).
 - c. 16-oz. non-woven geotextile within exposed HDPE liner areas.
2. Seams of HDPE liner must be prayer-seamed or overlapped with shingle and lustered in-place.
3. Non-destructively test new HDPE liner as necessary.
4. Install VRSD delivered PCS over all exposed geosynthetics, with a minimum of 2-ft thickness¹

Task D. Concrete Channel System Repair

1. Shift the header pipe towards edge of channel area to accommodate construction of a new Block wall
2. Install new anchors to support header pipe at new alignment location
3. Install new double stacked Concrete Masonry Unit (CMU) wall per
4. Dowel #4 rebar 8-inch into existing channel
5. Set initial block on existing concrete slab
6. Stack 1 additional block, total of 2-high system
7. Backfill CMU blocks with grout
8. Finish top of CMU wall
10. Install concrete transition plug around header pipe acting as seal for the CMU block transition through header pipe

¹ VRSD to haul/unload PCS within immediate work zone, as requested by CONTRACTOR's field supervisor.

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