

August 5, 2024

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE THE BOARD CHAIR TO SIGN, AMENDMENT NO. 1 TO VRSD CONTRACT NO. 23-001 WITH PF ENGINEERS, LLC, FOR LANDFILL CONSULTING SERVICES EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2026.

RECOMMENDATIONS

Approve, and Authorize the Board Chair to sign, proposed Amendment 1 to VRSD Contract No. 23-001 with PF Engineers, LLC for landfill consulting services extending the contract term to December 31, 2026.

FISCAL IMPACT

No fiscal impact as a result of the time extension.

BACKGROUND/ANALYSIS

On April 6, 2023, the Board approved a contract with PF Engineers to assist staff with developing a Request for Proposals (RFP) for a Renewable Natural Gas (RNG) project at the Toland Road Landfill. The total compensation for that contract was \$28,350, which included \$16,200 for the RFP development and \$12,150 for assistance with the bid review.

Staff has continued to work with the consultant on the completion of these tasks, but other priority projects at the Toland Road Landfill since April 2023 (i.e., new landfill gas flare installation and the final cell construction) has caused this project to be delayed. . Work completed under the existing contract for the RFP development prior to putting the project on hold totaled \$11,138, leaving \$17,212.50 for the remainder of the RFP development and subsequent bid evaluation. Therefore, no additional funding is being requested, only a time extension since the original agreement expired on June 30, 2025.

PROPOSAL

Now that the final cell and new flare projects have been completed, District staff has a better understanding of and ability to measure landfill gas production and gas quality for a potential landfill gas to energy project. PF Engineers, LLC, will complete the preparation of a Request for Proposals (RFP) and then assist District staff to evaluate the proposals received in response to the RFP. The contract expiration date is recommended to be extended to December 31, 2026 to accommodate this work.

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) 658-4657 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. 2023-001 Amendment No. 1

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 23-001**

**AMENDMENT NO. 1 TO CONTRACT NO. 23-001
AGREEMENT FOR LANDFILL GAS ENGINEERING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
PF ENGINEERS, LLC**

THIS AMENDMENT is made and entered into this 5th day of August 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and PF ENGINEERS, LLC, a Colorado Limited Liability Company ("CONSULTANT"), P.O. Box 382 Berthoud, CO 80513. Together, DISTRICT and CONTRACTOR shall be referred to herein as Parties.

RECITALS

- A. DISTRICT owns and operates a municipal solid waste disposal facility called the Toland Road Landfill ("Landfill"), located at 3500 Toland Road, Santa Paula, CA 93060.
- B. DISTRICT has a need for a consultant who has specialized knowledge and experience in developing a Request for Proposal (RFP) for the sale of the Toland Road Landfill gas rights to support the installation and operation of a Renewable Natural Gas (RNG) or landfill gas to energy facility at the Landfill. DISTRICT also has a corresponding need for a consultant who has specialized knowledge and experience in reviewing, assessing, and making recommendations on bids received as part of the aforementioned RFP.
- C. CONSULTANT represents that it has the specialized knowledge, expertise, and experience to provide RFP development and review services to the DISTRICT and thus the DISTRICT selected CONSULTANT, based upon these representations and CONSULTANT-supplied documentation, in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide RFP development and review services for a proposed RNG facility at the Toland Road Municipal Solid Waste Landfill.
- D. Although CONSULTANT was able to complete part of the work set forth in VRSD Contract No. 23-001 by June 30, 2025, Parties agree that VRSD Contract No. 23-001 must be modified to extend the contract term so that work under that Agreement may be completed.
- E. Parties agree to enter into this Amendment 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.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below, the recitals above, and Article 13 (Modification) of the Agreement, it is mutually agreed by and between the Parties:

1. The following language shall replace the original provisions of Article 2.A and 2.B.

TERM OF CONTRACT:

“A. Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on December 30, 2026.”

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

VENTURA REGIONAL
SANITATION DISTRICT

PF ENGINEERS, LLC

By: _____
DAVID NEWMAN
Chairman of the Board

By: _____
TRENT MARKELL
Principal

ATTEST

By: _____
MAYRA RODRIGUEZ
Clerk of the Board

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 23-001**

**AGREEMENT FOR LANDFILL CONSULTING SERVICES
BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
PF ENGINEERS**

THIS AGREEMENT is made and entered into this 6th day of April, 2023, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency/regional sanitation district formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and PF Engineers, LLC, a Colorado Limited Liability Company ("CONSULTANT"), P.O. Box 382 Berthoud, CO 80513. Together, CONSULTANT and DISTRICT shall be referred to herein as Parties.

RECITALS

- A. DISTRICT owns and operates a municipal solid waste disposal facility called the Toland Road Landfill ("Landfill"), located at 3500 Toland Road, Santa Paula, CA 93060.
- B. DISTRICT has a need for a consultant who has specialized knowledge and experience in developing a Request for Proposal (RFP) for the sale of the Toland Road Landfill gas rights to support the installation and operation of a Renewable Natural Gas (RNG) facility at the Landfill.
- C. DISTRICT also has a corresponding need for a consultant who has specialized knowledge and experience in reviewing, assessing, and making recommendations on bids received as part of the aforementioned RFP.
- D. CONSULTANT represents that it has the specialized knowledge, expertise, and experience to provide RFP development and review services to the DISTRICT.
- E. DISTRICT has selected CONSULTANT, based upon the above representations and CONSULTANT-supplied documentation in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide RFP development and review services for a proposed RNG facility at the Toland Road Municipal Solid Waste Landfill.
- F. Parties agree to enter into this Agreement based upon the valuable and mutual consideration set forth below and the recitals above and to abide by its terms and conditions as set forth herein.

AGREEMENT

ARTICLE 1: WORK STATEMENT/SCOPE OF SERVICES

- A. CONSULTANT shall provide RFP development and review services to the DISTRICT as more fully described in the STATEMENT OF WORK & RATE SHEET, which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.
- B. CONSULTANT shall use its best professional efforts in providing RFP development and review services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit "A."
- C. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both Parties.

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

ARTICLE 2: TERM OF CONTRACT

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on June 30, 2025.

ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP

- A. It is expressly understood between the Parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent consultant. DISTRICT shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to CONSULTANT.
- B. CONSULTANT is solely responsible for selecting the means, methods, and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the result will be satisfactory to the DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this Agreement.
- C. CONSULTANT, pursuant to this Agreement, is rendering professional services only and any payments made to it are compensation solely for such services as it may provide and render, and recommendations it may make in the performance of services.
- D. CONSULTANT acknowledges and agrees that as an independent contractor to the DISTRICT that it is subject to terms and conditions of the California Political Reform Act (Gov. Code §81000 *et seq.*) and Fair Political Practices Commission regulations (tit. 2 Calif. Code of Regs §18104 *et seq.*) which includes, without limitation, provisions on conflict of interest. CONSULTANT further agrees to abide these legal requirements throughout the term of this Agreement.

ARTICLE 4: CONFIDENTIAL RELATIONSHIP AND OWNERSHIP OF DOCUMENTS

- A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings, and other documents developed, prepared, completed, or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.
- B. CONSULTANT shall provide copies of original source electronic files (*i.e.*, Microsoft Word or Excel files, digital photos, videos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted, or otherwise have their access restricted. Standard report deliverables (PDF/Excel) are included in the prices quoted in Exhibit A. Raw data files will be provided at an extra charge.
- C. Any and all documents, reports, surveys, data compilation, interview results or records produced pursuant to this Agreement by the CONSULTANT shall be the property of the DISTRICT and under the ownership of the DISTRICT.

ARTICLE 5: PAYMENT TO CONSULTANT

- A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the schedule of rates set forth in Exhibit "A" attached and incorporated by reference herein (i.e., "time and materials"). DISTRICT shall review and approve CONSULTANT's invoices for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within thirty (30) days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within thirty (30) days after deducting therefrom all previous payments and all sums to be retained under the terms of the agreement.
- B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$28,350 without a mutually acceptable, written amendment hereto.

ARTICLE 6: DISTRICT'S RIGHTS

CONSULTANT specifically acknowledges and agrees that DISTRICT may terminate CONSULTANT's services at any time with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination, CONSULTANT shall have the right to expend additional time (not to exceed 10% of the total fees payable under this Agreement) to assemble the work in progress for the purpose of proper filing and closing the job. Such additional time shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 5.

ARTICLE 7: INDEMNIFICATION AND HOLD HARMLESS

CONSULTANT agrees to defend, indemnify and hold harmless DISTRICT and its officers, and employees, from and against any and all liability, damages, costs, losses, claims and expenses, resulting from or connected with CONSULTANT's negligent performance of this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), except to the extent that such liability, damages, costs, losses, claims or expenses are caused by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

ARTICLE 8: INSURANCE

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

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

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

ARTICLE 9: ASSIGNMENT AND DELEGATION

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

ARTICLE 10: AUTHORITY TO EXECUTE AGREEMENT

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

ARTICLE 11: NO WAIVER

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

ARTICLE 12: PARTIAL INVALIDITY

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

ARTICLE 13: MODIFICATION

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

ARTICLE 14: CALIFORNIA LAW; VENUE

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

ARTICLE 15: COMPLIANCE WITH LAWS

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury.

ARTICLE 16: FORCE MAJEURE

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

ARTICLE 17: DISPUTE RESOLUTION

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

ARTICLE 18: NOTICES

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

To CONSULTANT: Trent Markell, Principal
PF ENGINEERS
P.O. Box 382
Berthoud, CO 80513

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


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


ARTICLE 19: EXECUTION IN COUNTERPARTS

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

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

VENTURA REGIONAL
SANITATION DISTRICT

By 
Kevin Kildee (Apr 6, 2023 16:12 PDT)
KEVIN KILDEE,
Chairperson of the Board


By 
Juliet Rodriguez (Apr 6, 2023 14:11 PDT)
JULIET RODRIGUEZ
Clerk of the Board

PF ENGINEERS

By 
TRENT MARKELL
Principal

APPROVED AS TO FORM

ARNOLD, LAROCHELLE,
MATHEWS, VANCONAS & ZIRBEL, LLP

By 
Robert Kwong (Apr 6, 2025 4:37 PDT)

ROBERT N. KWONG
Legal Counsel for DISTRICT

APPROVED AS TO ADMINISTRATION

By 

CHRIS THEISEN
General Manager

EXHIBIT A

STATEMENT OF WORK & RATE SHEET

The following, subject to DISTRICT modification, deletion, or addition, specifies the work statement and scope of work (See Article 1 of Agreement) to be performed by CONSULTANT for this Agreement and the rates to be charged in connection with CONSULTANT's delivery of RFP development and review services to the DISTRICT for the sale of Toland Road Landfill gas to support the installation and operation of a RNG facility at the Landfill (Project).

I. SCOPE OF WORK

CONSULTANT shall provide RFP development and review services in support of the RNG Project at the Toland Road Landfill in two phases as specified in the tasks below:

Phase 1: RFP Development

Task A. CONSULTANT will work with DISTRICT personnel to prepare bid documents and develop an RFP to support the sale of the gas rights at the Toland Landfill to be used for the installation and operation of an RNG facility at the Landfill. CONSULTANT will work to ensure that all the necessary technical, California-specific regulatory, and financial expectations are outlined and detailed in the RFP to optimize value for the DISTRICT. These topics include, but are not limited to, the following:

1. Historical Landfill Gas ("LFG") production
 - a. Gas samples from current Gas Collection and Control System ("GCCS")
2. Historical waste disposal and future disposal forecast.
3. GCCS status and design parameters
 - a. Current design conditions and expected bidder responsibilities.
4. Available property to lease to the bidder for the installation of an RNG facility.
 - a. Site ingress and egress
 - b. Access to utilities (*i.e.* electric, natural gas, and natural gas pipeline)
 - c. Condensate disposal
5. Applicable Permit requirements (namely Ventura County Air Pollution Control District Permit to Construct and Permit to Operate and Ventura County Conditional Use Permit)

Task B. The RFP will also set out in writing in the bid documents the expectations for each bidder relative to the Operations and Maintenance ("O&M") of the GCCS and any necessary federal, state, or local permit applications, approvals, and compliance.

Task C. CONSULTANT, after drafting and finalizing the key Project parameters for the RFP, shall specify in writing in the bid documents that each bidder is expected to provide the following deliverables to be included in their bid:

1. Financial offer
2. Financial model, including:
 - a. RNG production
 - b. Expected annual revenues.

- c. Operations and Maintenance expenses
 - d. Expected GCCS expansions and/or upgrades.
3. Technology and equipment suppliers to be utilized.
4. Project schedule

Phase II – RFP Bid Reviews

Task A. CONSULTANT will work with DISTRICT personnel to evaluate all properly submitted and responsive bids to the RFP. In reviewing the bids, CONSULTANT will exercise their discretion, expertise, and experience gained from performing Independent Engineering (IE) reviews for multiple other RNG projects. CONSULTANT will focus on the following subject areas when reviewing the bids:

1. Relevant experience of the bidder with RNG projects associated with landfill gas collection systems
2. Technology to be utilized (*i.e.* PSA, membrane, etc.)
3. Expected operations of the RNG facility
 - a. RNG Production
 - b. Availability
 - c. Methane collection efficiency
4. GCCS Experience
 - a. GCCS operational plan (*i.e.* utilization of LoCi or other wellfield optimization technology)
5. Operational experience with RNG facilities
 - a. Knowledge and experience in successfully obtaining any necessary federal, state, or local permitting

Task B. CONSULTANT will advise DISTRICT management on what/who it considers to be the bidder who can best collaborate with DISTRICT and provide the most value at the Toland Road Landfill. Value includes financial compensation to the DISTRICT, the ability to provide expertise in the management of the GCCS, and support for complying with permit or regulatory requirements at the Toland Road Landfill.

II. FEE STRUCTURE

A. CONSULTANT shall provide the services above on a time and material basis. And CONSULTANT estimates that the cost for this Agreement to be:

1. Phase I – RFP Development: \$16,200
2. Phase II – RFP Bid Reviews: \$12,150

B. CONSULTANT shall complete the Scope of Work as efficiently as possible and shall only bill for the time spent, so if the costs are less than the budgetary estimate above, then those savings are passed directly to DISTRICT. Conversely, if CONSULTANT is going to exceed the budgetary estimate, then CONSULTANT will communicate with DISTRICT to ensure they are aware of the potential cost increase along with the written justification for the increased costs, if any.

C. The hourly rates for the CONSULTANT personnel are defined below:

PF Engineer Rate Sheet 2023		
<u>Name</u>	<u>Function</u>	<u>Hourly Rate</u>
Trent Markell	Principal	\$405

D. CONSULTANT may engage additional sub-contractors to support the Statement of Work but only if specialized resources are required. If sub-contractors are to be utilized, then CONSULTANT will provide prior written notice to DISTRICT and obtain the DISTRICT's prior written approval before commencement of any work of these sub-contractors.

E. Expenses. All expenses are included, with the exception of travel and living expenses while traveling to support the Statement of Work. All travel and living expenses will be billed at cost. However, no travel is expected for this statement of work.

F. Invoicing. Subject to Article 5 in the Agreement, all services provided by CONSULTANT will be invoiced monthly. For any services billed on a time and material basis, the invoice will be accompanied by a summary of time spent by each staff member and the travel expenses incurred, if any.

G. Timing. CONSULTANT will work to support the timing required by DISTRICT. The goal is to complete Phase I in 3-4 weeks from the date all parties sign the Agreement, provided that all of the requested DISTRICT information has been provided to CONSULTANT in a timely manner.