



August 5, 2025

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE BOARD CHAIR TO SIGN, PROPOSED VRSD CONTRACT NO. 25-007 WITH DRAGOMIR DESIGN-BUILD, INC. TO PREPARE AN UPDATE TO THE TOLAND ROAD LANDFILL'S JOINT TECHNICAL DOCUMENT ("JTD") AND THE FINAL COVER DESIGN FOR LANDFILL CLOSURE AND CORRESPONDING REGULATORY APPROVAL

RECOMMENDATIONS

Approve, and authorize the Board Chair to sign, Contract No. 25-007 with Dragomir Design-Build, Inc. for an amount not to exceed \$150,000 to prepare an update to the JTD and final cover design for the Toland Road Landfill upon its closure for regulatory approval.

FISCAL IMPACT

The Board-adopted FY2025-2026 District Budget includes \$100,000 for the Toland Road Landfill Joint Technical Document Update Project and \$200,000 for the Toland final cover design and approval. (Accounts 01-300-52074 (400300120) and 01-900-52074 (499914120)).

BACKGROUND/ANALYSIS

Pursuant to title 27, California Code of Regulations, Sections 21570 *et seq.*, VRSD is required by the California Department of Resources Recycling and Recovery (Cal Recycle) to file a Joint Technical Document (JTD) for the Toland Road Landfill. The JTD combines California Integrated Waste Management Board and Regional Water Quality Control Board, and Closure Plan requirements. And the JTD is required to be updated every 5 years to include any changes to the operation, fill areas, new construction, and Emergency Use Authorizations. The updated JTD shall include any new regulatory requirements that went into effect after the last update. VRSD also needs to update the master plan for filling the Toland Road landfill to include airspace usage. This report of disposal site information will be an in-depth evaluation of all of the conditions for the landfill and add the final Cell 4C to the document, including final fill plans with updated final design surface to reflect the changes that were made during the construction of Cell 4C.

One of the changes in the current JTD will be the type of final cover for Toland Road Landfill. The current approved cover uses the clay cap method. At the encouragement of the Regional Water Quality Control Board (RWQCB) Staff, VRSD has looked at changing final cover to be an Evapotranspiration Cover (ET). An ET cover is a vegetation style cover that relies on the plant life to keep water penetration under control and prevent erosion thus reducing emissions as well. The ET cover also relies on the water storage capability of the soil layer working in conjunction with the evaporation and plant transpiration to remove water from the final cover soil and therefore reduce production of landfill leachate. In contrast, the clay cap tries to create a seal over the closed landfill, but this is susceptible to failure due to rain and water flows.

In September 2022 through its approval of VRSD Contract No. 22-018, the Board approved the use of Dragomir to start the investigation and design of a new ET cover. We have completed the first part of the research and preliminary design but had to wait until the final cell was constructed to complete the design of the ET cover to be ready to submit to the RWQCB. Now that the final cell is built and in service, the plan will be finalized and will be submitted to RWQCB for approval. We will have to make any changes they recommend and then bring the final design to the VRSD Board for final approval as a part of the JTD.

PROPOSAL FOR LANDFILL DESIGN SERVICES

Due to Dragomir's unique experience with VRSD landfills (active and closed) and successful completion of Toland Road Landfill's Phase 4C and the ET cover design, Staff contacted Dragomir and requested a proposal for professional services associated with Toland Road Landfill JTD update and final cover design. Staff received a proposal in the amount of \$150,000, staff finds the fee to be commensurate with the scope of services. This negotiated procurement is consistent with Section 403 of VRSD Purchasing Resolution No. 89-13.

The breakdown of the fee by individual projects is:

- (1) Joint Technical Document Update - \$100,000
- (2) ET Cover Design and Permitting. - \$50,000

The total fee in the proposed contract is for a not-to-exceed amount of \$150,000.

This letter and the associated contract have been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 805-658-4679 or via email at RichardJones@vrzd.com.



RICHARD JONES, DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT: 
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA: 
Chris Theisen, General Manager

Attachments: 1. Proposed VRSD Contract No. 25-007

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 25-007**

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

THIS AGREEMENT is made and entered into this 5th day of August 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency/regional sanitation district formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT") and Dragomir Design-Build, Inc., a California Corporation ("CONSULTANT" or "Dragomir"), 3514 El Camino Real, Atascadero, CA 93422. Together, CONSULTANT and DISTRICT shall be referred to herein as Parties.

RECITALS

- A. DISTRICT owns and operates a municipal solid waste disposal facility called the Toland Road Landfill ("Landfill"), 3500 Toland Road, Santa Paula, CA 93060, SWIS No. 56-AA-0005.
- B. DISTRICT is subject to filing requirements for a solid waste facilities permit and waste discharge requirements set forth in Public Resources Code §20080(f) and the specific rules and regulations governing such filing requirements in Title 27, California Code of Regulations, §21570 *et seq.*
- C. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing solid waste facilities permit completion and reporting services to the DISTRICT for the Toland Road Landfill.
- D. DISTRICT also has a need for a consultant who has specialized knowledge and experience in the design of landfill cover or cap following the closure of a landfill.
- E. CONSULTANT represents that it has the expertise and experience to provide both solid waste facilities permit and landfill cover design services to the DISTRICT based on previous work for the DISTRICT and at other landfills.
- F. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 403 of the DISTRICT Purchasing Resolution No. 89-13, to provide solid waste facilities permit and landfill cover design services at the DISTRICT for the Toland Road Landfill.
- G. 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 WORK

- A. CONSULTANT shall provide solid waste facilities permit and landfill cover design services to the DISTRICT as more fully described in the SCOPE OF WORK, which is attached as Exhibit "A" to this Agreement and incorporated herein by reference.

- B. CONSULTANT shall use its best professional efforts in providing solid waste facilities permit and landfill cover design services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit "A."
- C. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both Parties.
- D. All work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

ARTICLE 2: TERM OF CONTRACT

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both Parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both Parties, this contract shall automatically terminate on December 31, 2026.

ARTICLE 3: INDEPENDENT CONSULTANT RELATIONSHIP

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

ARTICLE 4: CONFIDENTIAL RELATIONSHIP AND OWNERSHIP OF DOCUMENTS

- A. CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential and no report, data, information or communication developed, prepared or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings and other documents developed, prepared, completed or acquired by CONSULTANT during the performance of its services hereunder shall be given or turned over to DISTRICT upon termination of this Agreement.
- B. CONSULTANT shall provide copies of original source electronic files (i.e., Microsoft Word or Excel files, digital photos, videos, etc.) of all work completed as part of this Contract. Such files shall not be protected, encrypted or otherwise have their access restricted. Standard report deliverables (PDF/Excel) are included in the prices quoted in Exhibit B 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 in the total compensatory amount per task as stated in Exhibit "A" attached and incorporated by reference herein (i.e., "fixed-fee or lump sum"). 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 \$150,000 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 federal, state, regional, or local laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury.

ARTICLE 16: FORCE MAJEURE

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

ARTICLE 17: DISPUTE RESOLUTION

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

ARTICLE 18: NOTICES

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

To CONSULTANT: Chris Dragomir
Dragomir Design-Build
3514 El Camino Real
Atascadero, CA 93422

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

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

ARTICLE 19: EXECUTION IN COUNTERPARTS

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

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

VENTURA REGIONAL
SANITATION DISTRICT

DRAGOMIR DESIGN-BUILD

By _____
DAVID NEWMAN,
Chairperson of the Board

By _____
CRIS DRAGOMIR
President

By _____
MAYRA RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM

NOSSAMAN LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT A

SCOPE OF WORK

The following, subject to DISTRICT modification, deletion or addition, specifies the work statement and scope of work to be performed by CONSULTANT for this Agreement and the total amount to be charged in connection with CONSULTANT's delivery solid waste facilities permit and landfill cover design services to the DISTRICT.

TASK 1: PREPARE UPDATE TO TOLAND ROAD LANDFILL JOINT TECHNICAL DOCUMENT

TOTAL COST = \$100,000

1.1 Review of Existing Documents

Dragomir will conduct a comprehensive review of the current Joint Technical Document (JTD) and collaborate with VRSD staff to identify and document all outdated or superseded content. Client-provided comments and updates will be integrated into the revised JTD.

1.2 Revisions and Technical Updates to JTD

Dragomir will prepare a full update of all applicable sections of the JTD in compliance with applicable state laws and regulations as set forth in Recital B above and Cal Recycle guidance found on its website (<https://calrecycle.ca.gov/swfacilities/permitting/checkitems/rdsi/checklist/>), including, but not limited to, the incorporation of revised site drawings, updated figures, and recalculated site life volumetric estimates based on recent grading modifications and construction as-built conditions.

1.3 Coordination Meetings

Dragomir will help plan and participate in meetings with VRSD staff, as needed, to collaboratively update sections of the JTD that are site-specific to the Toland Road Landfill (e.g., operational procedures, staffing, equipment inventories, traffic circulation plans, etc.).

1.4 Engineering Certification

Upon completion of the Toland Road Landfill JTD revision, Dragomir will provide professional engineering certification and stamping of the updated JTD document. The Dragomir certification will replace the certification provided by the prior engineering consultant for the previous JTD version.

TASK 2: DEVELOP AND COMPLETE MASTER PLAN AND FINAL CLOSURE DESIGN FOR THE TOLAND ROAD LANDFILL

TOTAL COST = \$50,000

2.1. Agency Submittal and Regulatory Coordination

Dragomir will draft, complete, and submit the Alternative Final Cover Performance Assessment (i.e., evapotranspiration (ET) cover system) in accordance with applicable regulations to the appropriate regulatory agencies on VRSD's behalf and will respond to regulatory agency comments and requests for additional information, as necessary to achieve regulatory agency approval.

2.2. Further Joint Technical Document (JTD) Update

Upon regulatory approval of the alternative final cover submittal, Dragomir will update all applicable sections of the JTD to reflect the replacement of the current prescriptive clay barrier with the approved evapotranspiration (ET) cover system, which shall include, but not be limited to: narrative text, technical figures, and closure cost estimates. Dragomir shall also ensure that such changes, if any, comply with governing laws and regulations and is submitted to the regulatory agencies on a timely basis.

2.3. Coordination Meetings

Dragomir will attend and participate in meetings with VRSD staff and regulatory agency representatives, as needed, to support the review process and address any questions or technical concerns related to the proposed alternative cover so that the alternative cover design can be approved.