



September 4, 2025

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE, AND AUTHORIZE BOARD CHAIR TO SIGN, AMENDMENT NO. 1 TO VRSD CONTRACT NO. 25-007 WITH DRAGOMIR DESIGN-BUILD, INC. TO PREPARE A LANDFILL EXPANSION FEASIBILITY STUDY FOR THE TOLAND ROAD LANDFILL; AND APPROVE A BUDGET REALLOCATION OF \$143,000.

RECOMMENDATIONS

1. Approve, and authorize the Board Chair to sign, Amendment No. 1 to Contract No. 25-007 with Dragomir Design-Build, Inc. for an amount not to exceed \$143,000 to prepare a Landfill Expansion Feasibility Study for the Toland Road Landfill.
2. Approve a Budget reallocation of \$143,000 for the Study.

FISCAL IMPACT

While, the Board-adopted FY2025-2026 District Budget does not include funds for the Toland Road Landfill Expansion Study, there is \$150,000 available in the existing FY Budget for the Toland Final Cover and Design after your Board's August 5, 2025, approval of VRSD Contract No. 25-007. Some of these funds are available for reallocation to this Toland Road Landfill Expansion Study. .

BACKGROUND/ANALYSIS

Toland Road Landfill is one of only two municipal solid waste landfills in Ventura County and it is the only one that is publicly owned and operated. The landfill accepts waste from most of the County of Ventura and is a vital public asset to the County of Ventura. In December of 2024, the last cell construction was completed which also completed the liner construction of the Toland Road Landfill. With the completion of this final cell, the landfill is at full build out. And at the current incoming waste rate, the Toland Road Landfill will be full and at its final permitted grade by 2039. This date may vary year to year depending on waste volume and compaction at the landfill.

Given this information, District Staff has had several internal conversations and discussions with the Board about the future of the Toland Road Landfill. One option would be to simply close the Toland Road Landfill when it is full and simply move into a post-

closure maintenance mode. Another option is to seek another location in the County for a municipal solid waste landfill similar to what was done in the early 1990s when VRSD moved its operations from Oxnard (Bailard, Santa Clara, and Coastal landfills) to Toland Road. And finally, there is the option of expanding operations at Toland Road. Without going into great detail on the first two options or precluding those options altogether at this time, the following focuses on the possible expansion of the existing landfill.

There are several factors or issues which would affect an expansion of the Toland Road Landfill. They range from environmental impact assessment to acquisition of suitable land for landfill expansion to geotechnical analysis of a proposed landfill site to regulatory compliance issues to local/community acceptance for such a project. For threshold planning purposes, District staff has narrowed these issues down to a geotechnical concern -- locating and mapping the earthquake fault line that was identified in the original Toland Road Landfill expansion back in 1996. Federal law (Resource Conservation and Recovery Act, Subtitle D (40 CFR Part 258) Seismic Design Guidance for Municipal Solid Waste Landfill Facilities) and State regulations (Title 27 Calif. Code of Regs.) for landfills mandate that if there is an active Holocene earthquake fault within 200 feet of a proposed landfill expansion -- it may not be approvable or approved by the local and state regulator because ground rupture and other seismic activity may compromise the landfill's containment systems, which could release hazardous waste and contaminate groundwater.

In order to determine if an expansion of Toland Road landfill is geotechnical feasible, a study must be completed to look at all of the geotechnical conditions that could affect an expansion of Toland Road Landfill and provide information that will assist VRSD with the making a decision on the future of VRSD's solid waste operations and the Toland Road Landfill.

PROPOSAL FOR LANDFILL DESIGN SERVICES

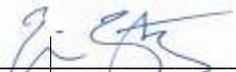
Due to Dragomir's unique experience with VRSD landfills (active and closed) and successful completion of Toland Road Landfill's Phase 4C and the ET cover design, Staff contacted Dragomir and requested a proposal for professional services associated with the Toland Road Landfill Expansion Feasibility Study. Staff received a proposal in the amount of \$143,000, staff finds the fee to be commensurate with the scope of services to be rendered here. This negotiated procurement is consistent with Section 403 of VRSD Purchasing Resolution No. 89-13. Staff also recommends reallocating the funds in the FY Budget to cover the cost of this study.

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: 
Eric Zetz, General Manager

Attachments: 1. Amendment NO.1 VRSD Contract No. 25-007
2. Dragomir Proposal

VENTURA REGIONAL SANITATION DISTRICT

**AMENDMENT NO. 1 to
CONTRACT NO. 25-007**

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

THIS AMENDMENT is made and entered into this 4th day of September 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 siting and construction requirements for a new or expanded existing solid waste facility, which include, but is not limited to, the following: Public Resources Code §43020 *et seq.*, Title 27, California Code of Regulations, §§20240 to 20377 and 21750; and Title 40 Code of Federal Regulations Part 258.
- C. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing geotechnical, siting, and related technical disciplines for a new or expanded existing solid waste facility to the DISTRICT for the Toland Road Landfill and surrounding areas.
- D. CONSULTANT represents that it has the expertise and experience to provide geotechnical, siting, and related technical disciplines for a new or expanded existing solid waste facility to the DISTRICT based on previous work for the DISTRICT and at other similarly situated landfills.
- E. 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.
- F. Parties agree to enter 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.

TERMS AND CONDITIONS OF AMENDMENT

NOW, THEREFORE, based upon valuable consideration below, the recitals above, and Article 13: Modification of VRSD Contract No. 25-007, it is mutually agreed by and between the Parties:

1. The following language shall be added to Exhibit A: SCOPE of WORK:
Item# 12

“INITIAL LANDFILL EXPANSION FEASIBILITY ANALYSIS

Consultant Dragomir also understands that the District is considering the potential expansion of the currently permitted Toland Road landfill footprint into adjacent canyon areas located to the north and west of the existing landfill Site. These potential expansion areas include two neighboring parcels identified as Assessor’s Parcel Numbers (APNs) 041-0-140-085 and 041-0-140-045.

1. Prepare and finalize a feasibility study, which shall constitute the initial stage of a multi-stage evaluation process, to assess the viability of siting a landfill expansion with a focus on identifying and analyzing key technical criteria that will inform a preliminary “go” or “no-go” decision regarding further feasibility investigation and evaluation.
2. Procure a current aerial topographic map of the proposed expansion area.
3. Conduct desktop geologic research, including review of published geologic references and prior geotechnical reports for the existing landfill; identification of anticipated earth materials and potential geologic hazards (e.g., active faulting, landslides).
4. Review of FEMA floodplain mapping to identify Waters of the United States, including blue-line streams within the proposed expansion area.
5. Conduct preliminary hydrologic assessment, including large area calculations to evaluate flood zones and setback requirements for O’Leary Creek, located at the base of the proposed canyon expansion area.
6. Develop conceptual excavation and fill grading plans to estimate potential airspace capacity associated with the proposed landfill footprint.
7. Conduct preliminary property research and right of way support, including research on APNs 041-0-140-085 and 041-0-140-045 to support feasibility of the potential expansion, including coordination and ordering of preliminary title reports to confirm ownership and identify potential easements and encumbrances, review of zoning and land use restrictions, and estimated property valuations (non-appraisal).
8. Prepare and finalize a Feasibility Memorandum of Findings, summarizing the results of the above evaluations and providing recommendations for possible next steps to the District.

Parties acknowledge and agree that this initial phase or stage of analysis does not include field activities such as site grading, drilling, soil sampling or laboratory testing, real estate appraisals and property acquisition and negotiation services, detailed engineering design. These tasks are anticipated to be addressed in future phases, contingent upon District Board of Directors consideration and decision-making based on all outcomes, favorable or unfavorable, from this initial feasibility assessment.”

2. The following language shall replace the original provisions of Article 5.B.: Payment to Consultant:

“B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed Two Hundred Ninety-Three Thousand dollars (\$293,000) without a mutually acceptable, written amendment hereto.”

3. A copy of the original VRSD Contract No. 25-007 is attached to this Amendment as Exhibit “1” and incorporated herein by this reference. VRSD Contract No. 25-007 shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

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

VENTURA REGIONAL
SANITATION DISTRICT

DRAGOMIR DESIGN-BUILD

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 _____
Eric Zetz
General Manager

**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
David Newman (Aug 5, 2025 15:06:48 PDT)

DAVID NEWMAN,
Chairperson of the Board

By Cris Dragomir
Cris Dragomir (Aug 5, 2025 14:25:30 PDT)

CRIS DRAGOMIR
President

By Mayra Rodriguez
Mayra Rodriguez (Aug 27, 2025 12:50:47 PDT)

MAYRA RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM

NOSSAMAN LLP

By Robert N Kwong
Robert N Kwong (Aug 5, 2025 14:19:19 PDT)

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.