



**November 6, 2025**

Board of Directors  
Ventura Regional Sanitation District  
Ventura, California

**APPROVE, AND AUTHORIZE BOARD CHAIR TO SIGN, PROPOSED CONTRACT NO. 25-009 WITH PRIDE CONSTRUCTION ENGINEERING SERVICES TO PERFORM THE SIGNAL HILL SLOPE REPAIR AT TOLAND ROAD LANDFILL.**

**RECOMMENDATION**

1. Approve, and authorize the Board Chair to sign, Contract No 25-009 with Pride Construction Engineering Services in an amount not to exceed \$46,500 to perform the Signal Hill Slope Repair Project at the Toland Road Landfill.
2. Determine and Find that the Signal Hill Slope Repair Project at the Toland Road Landfill is categorically exempt from environmental review under the California Environmental Quality Act pursuant to title 14, Calif. Code of Regs., Section 15301.
3. Direct VRSD staff to prepare and file a Notice of Exemption pursuant to title 14, Calif. Code of Regs., section 15062.

**FISCAL IMPACT**

The Board-Adopted FY2025-2026 District Budget has an allocation of \$58,000, under the Solid Waste Capital Outlay Project No. 499902; where there are sufficient funds for this landfill construction and grading project with Pride Construction Engineering Services of \$46,500, (Accounts 01-800-52074 [499902120] and 01-0800-52082 [499902120]). Also, while this project will require engineering support by the District's geotechnical engineering consultant, Dragomir Design-Build Inc., will invoice its services for this project under their existing VRSD Contract #24-014, which include sufficient funds for engineering the drainage and grading work.

**BACKGROUND/ANALYSIS**

The Signal Hill area, which is on the southwestern portion of the Toland Road Landfill has experienced persistent erosion issues from multiple storm seasons between 2022 and 2025. The primary cause of this erosion is the existing bench cross-slope, which was designed to allow stormwater to flow over the slope instead of along the bench. This has led to progressive erosion near critical infrastructure, including the VRSD transformer, electrical panel, and Southern California Edison power pole.

Initial mitigation efforts included constructing a soil berm to redirect storm runoff; however, repeated storm events eroded the berm multiple times, requiring continual rebuilding. Despite increasing the berm size and performing ongoing maintenance, erosion persisted due to stormwater flow directed toward the outer slope face.

### **PROPOSAL**

To address the recurring erosion and infrastructure risks, the staff proposes and recommends a permanent slope stabilization solution as follows:

- Filling and reconstructing the eroded area using engineered fill to restore slope integrity.
- Regrading the access bench to establish an outward-draining cross-slope, directing runoff away from sensitive infrastructure areas.
- Improve drainage control near high-risk points, including the inside corner of the 180-degree bench turn, transformer, and power pole.

The slope stabilization design is expected to reduce concentrated runoff, prevent further slope deterioration, and protect adjacent infrastructure. Please also know that periodic regrading or routine maintenance of the grading will be required to maintain the drainage pattern and minimize riling, providing a sustainable, long-term erosion strategy.

All of this work is proposed for Toland Road Landfill meets the definition of the Class 1 categorical exemption from CEQA for repair and maintenance or minor alteration of existing public facilities or topographical features with no expansion of current use. Toland Road Landfill is an existing facility because it is a publicly-owned municipal solid waste landfill. Therefore, this action is exempt from CEQA pursuant to title 14, California Code of Regulations, section 15301.

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 [Jamestorrez@vrsd.com](mailto:Jamestorrez@vrsd.com).

JAMES TORREZ, DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT:



Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA:

A handwritten signature in blue ink, appearing to read "Eric Zetz", is written over a horizontal line.

Eric Zetz, General Manager

Attachments: Contract No. 25-009

**CONTRACT NO. 25-009**  
**AGREEMENT BY AND**  
**VENTURA REGIONAL SANITATION DISTRICT**  
**AND**  
**PRIDE CONSTRUCTION ENGINEERING SERVICES**  
**FOR**  
**TOLAND ROAD LANDFILL SIGNAL HILL SLOPE REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 6<sup>th</sup> day of November 2025, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency authorized and existing 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 slope repair services.

C. CONTRACTOR represents that it has the expertise and experience to provide such specialized slope repair services to the DISTRICT at the Toland Road Landfill.

D. 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 slope repair services.

E. 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.

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. 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 June 30, 2026.

## **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 (10<sup>th</sup>) 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 \$46,500. Any change to this total compensation amount may only be made 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  
27271 Las Ramblas, Suite 220  
Mission Viejo, CA 92691

To DISTRICT: Eric Zetz, 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 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 \_\_\_\_\_  
DAVID NEWMAN  
Chairperson of the Board

PRIDE CONSTRUCTION ENGINEERING  
SERVICES

By Todd St. Peter  
Todd St. Peter (Oct 30, 2025 17:03:54 PDT)  
TODD ST. PETER,  
Chief Executive Officer

APPROVED AS TO FORM:

NOSSAMAN LLP

By \_\_\_\_\_  
ROBERT N. KWONG  
Legal Counsel for District

ATTEST:

By \_\_\_\_\_  
MAYRA RODRIGUEZ  
Clerk of the Board

## **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. 25-009 on a fixed price basis for an amount not to exceed \$46,500.00 connection with CONTRACTOR'S delivery of specialized slope repair or stabilization services for DISTRICT at the Toland Road landfill site generally and at the Signal Hill area specifically.

#### **Statement of Work**

##### **Task A. Mobilization & Demobilization**

1. Provide management for duration of the Signal Hill project.
2. Mobilize equipment and manpower to Signal Hill project work site.
3. Demobilize equipment and staff following the completion of Signal Hill slope repair.

##### **Task B. Reconstruct Eroded Slope**

1. Cut access as needed to eroded area.
2. Regrade upper road to direct stormwater flow away from electrical infrastructure.
3. Utilize spoils created by re-grading the road to fill in the erosion under the electrical infrastructure.
4. Complete erosion repair/fill with site supplied dirt as needed.
5. Install straw wattle along slope.

##### **Task C. General Assumptions/Conditions**

1. Additional dirt needed beyond availability locally sourced material will be supplied by site.
2. Electrical lines will be temporarily removed or rerouted by others to accommodate slope repair prior to start of work.
3. Any cleared green waste can be utilized as duff material to help reseed the slope
4. Permit fees, special inspections, unexpected delays to be paid by others.