



June 4, 2026

Board of Directors
Ventura Regional Sanitation District
Ventura, California

APPROVE AND AUTHORIZE THE BOARD CHAIR TO SIGN AMENDMENT NO. 2 TO VENTURA REGIONAL SANITATION DISTRICT (VRSD) CONTRACT NO. 26-001 WITH SCS ENGINEERS, TO REPLACE APPROXIMATELY 2,000 FEET OF EXSITING 24-INCH LANDFILL GAS HEADER PIPE, ADJACENT TO THE WEST CHANNEL DRAINAGE SYSTEM, IN AN AMOUNT NOT TO EXCEED \$269,608.

RECOMMENDATION

- A. Approve and Authorize the Board Chair to sign Amendment No. 2 to VRSD Contract No. 26-001 with SCS Engineers to replace approximately 2,000 feet of existing 24-inch landfill gas header pipe adjacent to the west channel drainage system; in an amount not to exceed \$269,608.

- B. Approve a Budget allocation of \$269,608 from the Toland Road Landfill Fund for this project.

FISCAL IMPACT

This repair project was not included in the Adopted FY 2026 and FY 2027 Budget. The \$269,608 to cover the costs of this contract amendment would come from the Toland Road Landfill operating reserve, since the available fund balance has been depleted.

BACKGROUND/ANALYSIS

The Gas Collection and Control System (GCCS) is a critical environmental and safety component of the Toland Road Landfill operations. As waste decomposes within the landfill, gases are naturally generated, primarily methane and carbon dioxide. The GCCS is designed to safely collect, control, and properly manage these landfill gases to protect public health, maintain regulatory air quality and GHG compliance, and support safe landfill operations.

The system typically consists of a network of gas extraction wells, pipes, blowers, and control equipment. Collected landfill gas may be safely flared or processed for beneficial reuse, such as generating electricity or producing renewable natural gas. At Toland Road Landfill, the collected landfill gas is safely managed through a flare system.

Following the 2017 Thomas Fire, the Gas Collection and Control System (GCCS) at the Toland Road Landfill, including the original 12-inch gas header pipe, sustained significant damage. In response, the site GCCS contractor, Biogas, in coordination with VRSD's consulting engineer, A-MEHR Inc., designed and installed approximately 2,000 linear feet of 24-inch gas header pipe to replace the original 12-inch pipe.

The replacement 24-inch header pipe is currently positioned above the concrete-lined west channel drainage system. Due to its increased size and weight, combined with thermal expansion and movement associated with landfill gas flow, the pipe has shifted laterally along the channel alignment over time. This continued movement has resulted in damage to the concrete lining of the west channel drainage system.

The proposed project includes the removal of approximately 2,000 linear feet of the existing 24-inch west side gas header pipe to provide construction equipment access necessary for emergency repairs to the west channel drainage system. Upon completion of the drainage repairs, a new gas header pipe matching the original 12-inch design capacity, or an alternative size as recommended by project engineers, will be installed along the interior bench of the landfill and relocated away from the newly repaired concrete-lined west channel.

Relocating the gas header pipe away from the concrete drainage structure will restore GCCS functionality and help prevent future damage to the repaired channel.

After consulting with SCS Engineers and because the work must be completed before emergency repairs begin on the west channel drainage system, staff recommends approving SCS Engineers as a sole-source provider under District Purchasing Policy 89-13, Section 302, for the necessary repair work.

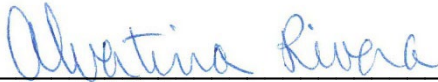
PROPOSAL

Staff recommend that the Board approve the project to remove approximately 2,000 linear feet of the existing 24-inch landfill gas header pipe to facilitate emergency repairs to the west channel drainage system, and to install a replacement gas header pipe matching the original 12-inch design capacity or an alternative size as recommended by the project engineers. Completion of this work is necessary prior to the commencement of the west channel emergency repair project.

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) 432-0474 or via email at jamestorrez@oxnard.org.

JAMES TORREZ, DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT: 
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA: 
Eric Zetz, General Manager

Attachments: Contract No. 26-001 Amendment No. 2

**VENTURA REGIONAL SANITATION DISTRICT
AMENDMENT NO. 2
TO CONTRACT NO. 26-001**

**AGREEMENT FOR
THE REMOVAL OF APPROXIMATELY 2,000 FEET OF EXISTING 24-INCH LANDFILL GAS
HEADER PIPE, AND INSTALL 12-INCH OR AN ALTERNATIVE SIZE AS RECOMMENDED BY
THE PROJECT ENGINEERS ADJACENT TO THE WEST CHANNEL DRAINAGE SYSTEM
BETWEEN VENTURA REGIONAL SANITATION DISTRICT
AND
SCS ENGINEERS**

THIS AMENDMENT is made and entered into this 4th day of June 2026, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and SCS Engineers (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

- A. On January 12th 2026 DISTRICT and CONTRACTOR entered VRSD Contract No. 26-001, Agreement for updating the Gas Collection and Control System (GCCS), providing As-Built drawings and prepare leachate/condensate separation design drawings services to the DISTRICT.
- B. Since the commencement of work on this Agreement, the PARTIES have determined that circumstances surrounding Toland Road Landfill necessitate changes and corresponding compensation in the VRSD Contract No. 26-001.
- C. Parties entered into Amendment No. 1 to the Agreement on May 21, 202, to isolate six (6) malfunctioning landfill gas wells from the leachate treatment system at the Toland road landfill in an amount not to exceed \$45,917 and extend the contract term to October 31, 2027.
- D. DISTRICT and CONSULTANT acknowledge and agree that additional work and compensation is a necessary related project for Toland Road Landfill and that this can be accomplished by amending VRSD Contract No. 26-001 accordingly.
- E. DISTRICT has selected CONSULTANT, based upon the above representations and in conformance with the negotiated procurement provisions of Section 302 of the DISTRICT Purchasing Resolution No. 89-13, the removal of approximately 2,000 feet of existing 24-inch landfill gas header pipe, and the installation of a 12-inch landfill gas header pipe, or an alternative size landfill gas header pipe, adjacent to the west channel drainage system, as recommended by the CONSULTANT, and approved by the DISTRICT.
- 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.

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.

2. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein shall not exceed \$315,527 without a mutually acceptable, written amendment hereto."
3. The following language shall be added to Exhibit A: Statement of Work & Rate Sheet (see attached exhibit)
4. A copy of the original Agreement is attached to this Amendment as Exhibit "A" and incorporated herein by this reference.
5. 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

SCS ENGINEERS

By: _____
CHRISTINA VILLASENOR
Chairman of the Board

By: _____
SRIVIDHYA VISWANATHAN
Project Director

APPROVED AS TO FORM

NOSSAMAN, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

ATTEST

By: _____
MAYRA RODRIGUEZ
Clerk of the Board

SCS FIELD SERVICES

**TOLAND ROAD LANDFILL - 2026 INSTALL 12-INCH HDPE HEADER
4/3/2026**

Item #	Item	Unit	Qty	Unit Price	Total	Task Descriptions
1	Mobilization/Demobilization	LS	1	\$ 14,632.00	\$ 14,632.00	
2	Install 12-inch HDPE Pipe Above-Grade (Approx. 2,200 ft.) including anchoring and tie-ins	DAY	12	\$ 10,974.00	\$ 131,688.00	
3	Removal of Approx. 2000ft of existing 24-inch HDPE Pipe, including hauling to top deck and stacking	DAY	6	\$ 9,306.00	\$ 55,836.00	
4	Allowance for Materials	T&M	1	\$ 67,452.00	\$ 67,452.00	
Total					\$ 269,608.00	

SCS FIELD SERVICES

Assumptions and Conditions TOLAND ROAD LANDFILL - 2026 INSTALL 12-INCH HDPE HEADER

- 1 This cost is valid for a period of 30 days from the date of this proposal.
- 2 This proposal is considered confidential and proprietary and may not be disclosed to third parties without the prior written approval of SCS.
- 3 The prices detailed are not stand-alone; if items are to be installed separately, SCS reserves the right to modify its prices.
- 4 Our price does not include: a water truck for dust control, erosion control, sediment control, bonding, engineering fees, permit fees, testing fees, lab analysis fees, or fees required by other parties, such as Q.A./Q.C.
- 5 Mobilization/Demobilization pricing adjustments may be required if scope of work requires equipment/manpower not covered in base charges.
- 6 This Proposal is based on utilization of prevailing wage and non-union workers.
- 7 Our price does not include: transportation of refuse to another facility, erosion control, sediment control, bonding, or lab analysis fees. These items can be included for an adjustment in our price.
- 8 Right-of-way easement, dewatering, or encountering conditions that differ materially from the contract documents or what is reasonably anticipated given the nature of the work (such as hard rock during trenching or drilling) has been excluded from our bid. These items can be included with an adjustment in our price.
- 9 Unrestricted site access for personnel, equipment, and materials must be provided to enable completion of the work.
- 10 Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Division Health and Safety Task Force, "A Compilation of Landfill Gas Laboratory Field Practices and Procedures," dated August 2011. Additional health and safety requirements can be provided with an adjustment in our price.
- 11 The Client will notify SCS-FS of all environmental, safety and health procedures required by the Client.
- 12 At no time shall the title of any hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement between SCS and the Client be interpreted to permit SCS to assume the status of "generator," "transporter," or "treatment, storage or disposal facility" under state or federal law.
- 13 SCS is not responsible for any trace constituents in the gas or condensate with respect to potential health and safety hazards associated with the flaring of the LFG.
- 14 Handling and disposal of any hazardous materials is excluded.
- 15 SCS will maintain the site in construction clean manner. Control of blowing litter created by others is excluded.
- 16 Bid payment bonds will not be required. Performance bond not included.
- 17 Liquidated/delay damages will not be required.
- 18 All permits (environmental, labor, structural, electrical, etc.) will be provided by others.

SCS FIELD SERVICES

Assumptions and Conditions
TOLAND ROAD LANDFILL - 2026 INSTALL 12-INCH HDPE HEADER

- 19 All materials will be invoiced on a T&M basis with the addition of 10% markup. If material estimate exceeds proposal line item 4, SCS shall be compensated for the additional costs.
- 20 The number of working days shown for line items 2 & 3 are estimates only. If completion of this project exceeds these estimates, SCS shall be compensated for the added working days.

**VENTURA REGIONAL SANITATION DISTRICT
AMENDMENT NO. 1
TO CONTRACT NO. 26-001**

AGREEMENT FOR

**UPDATING THE GAS COLLECTION CONTROL SYSTEM (GCCS) AS-BUILT DRAWINGS AND
PREPARE LEACHATE/CONDENSATE SEPARATION DESIGN DRAWINGS BETWEEN
VENTURA REGIONAL SANITATION DISTRICT
AND
SCS ENGINEERS**

THIS AMENDMENT is made and entered into this 21st day of May 2026, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and SCS Engineers (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

- A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing updating the GCCS As-Built drawings and prepare leachate/condensate separation design drawings services to the DISTRICT.
- B. CONSULTANT represents that it has the expertise and experience to provide GCCS as-built drawing updates and prepare leachate/condensate separation design drawings services to the DISTRICT.
- C. 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 GCCS As-Built drawings and prepare leachate/condensate separation design drawings services to the DISTRICT.
- D. 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.

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.

Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed \$69,917 without a mutually acceptable, written amendment hereto.”

2. The following language shall be added to Exhibit A: Statement of Work & Rate Sheet:

“A.Unless otherwise earlier modified or 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 October 31, 2027. “

2. A copy of the original Agreement is attached to this Amendment as Exhibit “A” and incorporated herein by this

reference.

3. 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

SCS ENGINEERS

By: *Christina Villaseñor*
[Christina Villaseñor \(May 22, 2026 13:41:12 PDT\)](#)
CHRISTINA VILLASENOR
Chairman of the Board

By: *Eric Sonsthagen*
ERIC SONSTHAGEN
Project Director

APPROVED AS TO FORM

NOSSAMAN, LLP

By: *Robert N Kwong*
[Robert N Kwong \(May 22, 2026 14:05:26 PDT\)](#)
ROBERT N. KWONG
Legal Counsel for District

ATTEST
By: *Mayra Rodriguez*
MAYRA RODRIGUEZ
Clerk of the Board

Item #	Item	Unit	Qty	Unit Price	Total	Task Descriptions
1	Mobilization/Demobilization with Backhoe	LS	1	\$ 1,935.00	\$ 1,935.00	
2	3 Man Crew - with Backhoe	DAY	1	\$ 6,922.00	\$ 6,922.00	
3	3 Man Crew - with Backhoe	DAY	1	\$ 8,210.00	\$ 8,210.00	
4	Mobilization/Demobilization without Backhoe	LS	1	\$ 900.00	\$ 900.00	
5	2 Man Crew - w/o Backhoe	DAY	1	\$ 5,620.00	\$ 5,620.00	
6	3 Man Crew - w/o Backhoe	DAY	1	\$ 7,330.00	\$ 7,330.00	
Total					\$ 30,917.00	

SCS FIELD SERVICES

Assumptions and Conditions TOLAND ROAD LANDFILL - DAILY RATE PROPOSAL

- 1 This cost is valid for a period of 30 days from the date of this proposal.
- 2 This proposal is considered confidential and proprietary and may not be disclosed to third parties without the prior written approval of SCS.
- 3 The prices detailed are not stand-alone; if items are to be installed separately, SCS reserves the right to modify its prices.
- 4 Our price does not include: a water truck for dust control, erosion control, sediment control, bonding, engineering fees, permit fees, testing fees, lab analysis fees, or fees required by other parties, such as Q.A./Q.C.
- 5 Mobilization/Demobilization pricing adjustments may be required if scope of work requires equipment/manpower not covered in base charges.
- 6 This Proposal is based on utilization of prevailing wage and non-union workers.
- 7 Our price does not include: transportation of refuse to another facility, erosion control, sediment control, bonding, or lab analysis fees. These items can be included for an adjustment in our price.
- 8 Right-of-way easement, dewatering, or encountering conditions that differ materially from the contract documents or what is reasonably anticipated given the nature of the work (such as hard rock during trenching or drilling) has been excluded from our bid. These items can be included with an adjustment in our price.
- 9 Unrestricted site access for personnel, equipment, and materials must be provided to enable completion of the work.
- 10 Work will be performed in OSHA Level D protection and in accordance with the SWANA Landfill Gas Division Health and Safety Task Force, "A Compilation of Landfill Gas Laboratory Field Practices and Procedures," dated August 2011. Additional health and safety requirements can be provided with an adjustment in our price.
- 11 The Client will notify SCS-FS of all environmental, safety and health procedures required by the Client.
- 12 At no time shall the title of any hazardous substances, solid wastes, petroleum contaminated or other regulated substances pass to SCS, nor shall any provision of an ensuing Agreement between SCS and the Client be interpreted to permit SCS to assume the status of "generator," "transporter," or "treatment, storage or disposal facility" under state or federal law.
- 13 SCS is not responsible for any trace constituents in the gas or condensate with respect to potential health and safety hazards associated with the flaring of the LFG.
- 14 Handling and disposal of any hazardous materials is excluded.
- 15 SCS will maintain the site in construction clean manner. Control of blowing litter created by others is excluded.
- 16 Bid payment bonds will not be required. Performance bond not included.
- 17 Liquidated/delay damages will not be required.
- 18 All permits (environmental, labor, structural, electrical, etc.) will be provided by others.

**VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 26-001**

**AGREEMENT FOR
UPDATING THE GAS COLLECTION CONTROL SYSTEM (GCCS)
AS-BUILT DRAWINGS AND PREPARE LEACHATE/CONDENSATE
SEPERATION DESIGN DRAWINGS BETWEEN VENTURA REGIONAL
SANITATION DISTRICT
AND
SCS ENGINEERS**

THIS AGREEMENT is made and entered into this 12th day of January 2026, by and between the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and SCS ENGINEERS, a corporation licensed to do business in the State of California (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

RECITALS

A. DISTRICT has a need for a consultant who has specialized knowledge and experience in providing updating the GCCS As-Built drawings and prepare leachate/condensate separation design drawings services to the DISTRICT.

B. CONSULTANT represents that it has the expertise and experience to provide GCCCS as-built drawing updates and prepare leachate/condensate separation design drawings services to the DISTRICT.

C. 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 GCCS As-Built drawings and prepare leachate/condensate separation design drawings services to the DISTRICT.

D. 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 the consulting services to the DISTRICT as 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 and best industry practices in providing consulting services to DISTRICT and shall cooperate fully with DISTRICT and provide DISTRICT with all available information and assistance in relation to Exhibit A.

C. The Parties acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT’S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this Agreement, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide environmental monitoring consulting services to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

E. CONSULTANT shall begin work, as needed, immediately after the Agreement is signed by both parties. PARTIES agree that any and all work shall be done in a diligent and professional manner to DISTRICT's satisfaction.

ARTICLE 2: 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 June 30, 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 contractor. 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 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, 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 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. On or prior to the tenth (10th) day of each calendar month after actual work is started, CONSULTANT shall submit an invoice in sufficient detail to show the total amount of work done in terms of hours and specific tasks to the last day of the month preceding the one in which the invoice is submitted. DISTRICT shall review and approve CONSULTANT's invoice 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 Twenty-Four Thousand dollars (\$24,000) for Fiscal Year 2025-2026 without a mutually acceptable, written amendment hereto.

C. Invoice shall include a time activity report which includes the name and title/position of each person performing work, date and brief description of the work performed, number of hours worked, and labor rate.

D. CONSULTANT will track expenditures by task and sub-task and will not exceed the total not-to-exceed amount without written authorization from the DISTRICT.

ARTICLE 6: TERMINATION OF CONTRACT

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, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, however caused, resulting directly or indirectly 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: SUBCONSULTANTS

A. This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT 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.

B. If subconsultants are approved in accordance with Article 9.A. above, the costs for outside consultants and subcontractors shall be billed at actual cost plus a 15 percent administrative fee.

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: 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

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. CONSULTANT 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 CONSULTANT with this Agreement.

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: MODIFICATION or AMENDMENT

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 CONSULTANT: William Haley,
Project Director
SCS ENGINEERS

To DISTRICT: Finance & Administration
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.

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

VENTURA REGIONAL
SANITATION DISTRICT

By  _____

Eric Zetz – General Manager

CONSULTANT

By  _____

William Haley, PE – Project Director

EXHIBIT A

STATEMENT OF WORK & RATE SHEET

The following specifies the work statement/scope of work to be performed by CONSULTANT for District and the rates to be charged in connection with CONSULTANT'S delivery of Gas Collection Control System (GCCS) As-Built drawing update and prepare Leachate/Condensate Separation Design Drawings to DISTRICT.

L **Scope of Work**

The scope of work includes two (2) principal task to be performed by CONSULTANT at the DISTRICT'S active Toland Road landfill. These tasks are:

1. Survey and Update Gas Collection Control System (GCCS) As-Built Drawings.
2. Prepare design build level drawings for the Leachate and condensate system separation.

Following are details and associated costs for the above tasks:

Task 1 – Survey and Update Gas Collection Control System As-Built drawings: Total not to exceed \$8,000.

1. CONSULTANT will schedule a surveyor and an engineer to as-built the current Gas Collection Control System (GCCS) and liquid management system (LMS).
2. CONSULTANT will utilize the existing as-builts drawings and update
 - a. Gas wells
 - b. Laterals
 - c. Headers
 - d. Forcemains
 - e. Airlines
 - f. Valves
 - g. Condensate traps
 - h. Sumps
 - i. Blower/Flare equipment
3. CONSULTANT will prepare CAD and PDF files

Task 2 – Prepare design build level drawings for leachate and condensate system separation: Total not to exceed \$16,000.

1. CONSULTANT will provide general site plans
2. CONSULTANT will provide existing gas collection control systems (GCCS) and liquid management system(LMS) layouts.
3. CONSULTANT will provide details suitable for construction.

Task Number	Task Description	Unit*	Qty	Not to Exceed Fee/ Budget	Total
1	Name/Description				
	Survey and update GCCS As-Builts drawings	LS	1	\$8,000.00	\$8,000.00
	Drawings.				
Subtotal					\$8,000.00
2	Name/Description				
	Prepare design build level drawings for	LS	1	\$16,000.00	\$16,000.00
	leachate and condensate system separation				
Subtotal					\$16,000.00
Subtotal					\$24,000.00
* LS: Lump Sum / T&M: Time and Materials					\$24,000.00

Note: Lump Sum amount proposals should be limited to straight forward tasks that provide specific and measurable deliverable products not to exceed \$24,000.